SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, July 28, 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: 894 2134 0556**

**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/89421340556**
**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, Acting Director of Parks & Recreation

**PLEDGE OF ALLEGIANCE:** Destiny Rivera, City Attorney Guest

**ROLL CALL:** Yodit Glaze, City Clerk

## Public Hearings

**1. Adopt Resolution for City of South Gate Participation in the Statewide Community Infrastructure Program Community Infrastructure Program of the California Statewide Communities Development Authority *(CONTINUANCE REQUESTED)***

Staff recommends that the City Council continue the public hearing to August 11, 2026. (CD)

Documents:

Item 1 Report 07282026.pdf

## Reports And Presentations

**2. Proposed Use of the State of California 2026/27 Cannabis Tax Fund Grant Program (CTFGP)**

The City Council will consider: (PD)

a. Authorizing utilization of the 2026-2027 CTF Grant funds in the amount of $98,790 for overtime, training and equipment;

b. Amending 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. Authorizing the Chief of Police or his designee to execute the CTF Grant Agreement in a form acceptable to the City Attorney.

Documents:

Item 2 Report 07282026.pdf

## 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 **3, 4, 5, 6, 7 , 8, 9, 10,** and **11** 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.

**3. Consideration of Adopting a Resolution Establishing a Five-Year Fiscal Review and Accountability Commitment in Connection with the Utility Users Tax Measure on the November 3, 2026 Ballot**

The City Council will consider: (CM)

a. Adopting a 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.

Documents:

Item 3 Report 07282026.pdf

**4. Amendment No. 1 to Contract No.2026-28-AC with HDR Engineering, Inc. for the Active Transportation Program Cycle 8 Grant Application Support Services**

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2026-28-AC ("Amendment No. 1") 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. Appropriating $11,899 in Measure R funds to cover for the Active Transportation Program grant application; and additional support services; and

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

Documents:

Item 4 Report 07282026.pdf

**5. Amendment No. 4 to Contract No. 2022-85-AC with BDO USA, LLP., to Continue Providing General Accounting Services and Financial Assistance to the City of South Gate Housing Authority**

The City Council will consider: (CD)

a. Approving 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 no to exceed $125,000; and

b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

Item 5 Report 07282026.pdf

**6. Agreement with General Pump Company, Inc., for On-Call Maintenance Services for the Municipal Water System**

The City Council will consider: (PW)

a. Approving an Agreement with General Pump Company, Inc., to perform well maintenance services on an as-needed basis ("Agreement"), 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.

Documents:

Item 6 Report 07282026.pdf

**7. Professional Services Agreement with Willdan Engineering for Program and Contract Management Support Services for the Public Works Department, Field Operations Division**

The City Council will consider: (PW)

a. Approving a Professional Services Agreement ("Agreement") 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.

Documents:

Item 7 Report 07282026.pdf

**8. Adoption of a Resolution Releasing the City's Subordinate Deed of Trust Lien**

**Encumbering Real Property Located at 2713 Madrid Place**

The City Council will consider adopting the attached Resolution: (CM)

a. 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. Authorizing 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.

Documents:

Item 8 Report 07282026.pdf

**9. Purchase Order for a Chevrolet Silverado EV Crew Cab Electric Truck**

The City Council will consider: (PARKS)

a. Approving 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.

Documents:

Item 9 Report 07282026.pdf

**10. To Accept a Private Donation and Ratify the Purchase and Training of a Police Canine (K9)**

The City Council will consider: (PD)

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).

Documents:

Item 10 Report 07282026.pdf

**11. Approval of City Council Meeting Minutes**

The City Councill will consider: (CLERK)

a. Approving the Special and Regular Meeting minutes of May 12, 2026;

b. Approving the Regular Meeting minutes of May 26, 2026;

c. Approving the Special and Regular Meeting minutes of June 9, 2026; and

d. Approving the Special and Regular Meeting minutes of June 23, 2026.

Documents:

Item 11 Report 07282026.pdf

## Recommendations And Requests

**12. Approve Warrant Register for July 28, 2026**
The City Council will consider: (AS)

a. Approving the Warrant Register for July 28, 2026.

| | |
|---|---|
| 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

Documents:

Item 12 Report 07282026.pdf

## Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on July 23, 2026, at 1:52 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

JUL 23 2026

FILED

9:40 am

# Item No. 1

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **Community Development**

***Department Director:*** Gabriel Perez — *Gabriel Perez*

***City Manager:*** Arturo Cervantes — for *Rob Houston*

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**SUBJECT: ADOPT RESOLUTION FOR CITY OF SOUTH GATE PARTICIPATION IN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY. *CONTINUANCE REQUESTED***

**PURPOSE:** To hold a public hearing to consider City of South Gate ("Agency") participation in the Statewide Community Infrastructure Program ("SCIP"), which is sponsored by the California Statewide Communities Development Authority ("CSCDA"), that will enable property owners to finance public capital improvements and/or development related fees for public capital improvements imposed on new development. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a development project given. Said development-related fees, if financed, will be used by the Agency to pay for public capital improvements, which will serve the Agency.

**RECOMMENDED ACTION:** Staff recommends that the City Council continue the public hearing to August 11, 2026.

Office of the
South Gate City Clerk

JUL 23 2026

FILED
9:37 am

# Item No. 2

# *City of South Gate*
## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **Police**

*Department Director:* Manuel Arana
*Manuel Arana*

*City Manager:* Arturo Cervantes
for *Rob Houston*

**SUBJECT: PROPOSED USE OF THE STATE OF CALIFORNIA 2026/27 CANNABIS TAX FUND GRANT PROGRAM (CTFGP)**

**PURPOSE:** To approve the use of Cannabis Tax Fund Grant Program ("CTF Grant") funds in the amount of $98,790 for overtime, equipment, and training.

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

a. Authorizing utilization of the 2026-2027 CTF Grant funds in the amount of $98,790 for overtime, training and equipment;
b. Amending 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. Authorizing the Chief of Police or his designee to execute the CTF Grant Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund, and no requirement for the City to provide matching funds. The total amount of funding that has been allocated to the City for FY 2026/27 is $98,790. The funds must increase or enhance the City's existing programs and may not be used to replace funding the City would otherwise provide.

**ANALYSIS:** The South Gate Police Department submitted a grant application to the California Highway Patrol ("CHP") Cannabis Tax Fund Grant Program in early 2026. In June 2026, the CHP awarded the Department $98,790 for overtime to cover impaired-driving enforcement operations, personnel training and education, as well as approved equipment directly connected to impaired-driving enforcement.

**BACKGROUND:** With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"), California voters mandated the State set aside funding for the CHP to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

The CTF Grant marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways

a safer place to travel.

The CHP works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The funding provided is appropriated by the California State Controller's Office, and all grants are awarded on a competitive basis, unless otherwise specified within the Request for Application. The CHP may consider an extended project performance period based on need, as determined by the CHP. The awarding of a grant does not guarantee ongoing or future funding.

**ATTACHMENTS**: A. CTF Grant Agreement
B. Intent to Award Grant letter

**Attachment A**

**State of California** **Agenda Bill 7/28/26** **Award Number**
**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL** **30933**
**GRANT AGREEMENT - Page 1**

**1. GRANT TITLE**
FY26/27 CTFGP Law Enforcement - South Gate Police Department

**2. NAME OF ORGANIZATION/AGENCY**
South Gate Police Department

**3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT**
South Gate PD / Traffic Division

**4. PROJECT PERFORMANCE PERIOD**
From: 07/01/2026 To: 06/30/2027

**5. PURCHASE ORDER NUMBER**

**6. GRANT OPPORTUNITY INFORMATION DESCRIPTION**
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.
The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

**7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $98,790.00**

**8. TERMS AND CONDITIONS**
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

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

**9. APPROVAL SIGNATURES**

**A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY**
Name: Manuel Arana
Title: Chief of Police
Phone: (323) 357-9618

Address: 8620 California Avenue
South Gate, CA 90280

E-Mail: mvarana@sogate.org

_____ _____
*(Signature)* *(Date)*

**B. AUTHORIZED OFFICIAL OF CHP**
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
*(Signature)* *(Date)*

**C. ACCOUNTING OFFICER OF CHP**
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
*(Signature)* *(Date)*

**10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS**

Name: Adrian Alcala
Title: Acountant
Phone: (323) 357-9618

Address: 8650 California Avenue
South Gate, CA 90280

## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    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.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

# Schedule A

## South Gate Police Department

**The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.**

**Project Description**

SGPD has seen a steady rise in collisions caused by intoxicated drivers. This is according to statistical data involving alcohol and drugs since the legalization of marijuana. The SGPD impaired driving enforcement project strategy consists of three points: Training, Education, and enforcement. SGPD will promote public awareness of the dangers of DUI/DUID. Enforcement of D.U.I. laws pertaining to DUI/DUID and associated collision factors will reduce the number of citizens killed or injured in collisions.

We will enhance public safety and aim to reduce the number of persons killed or injured in collisions involving alcohol, drugs, and marijuana. SGPD will distribute informative safety material to drivers of all ages about the effects of alcohol, drugs, and marijuana on driving. We will utilize social media and community presentations to heighten awareness. Project funds will be used for D.U.I. saturation patrol overtime salaries and a dedicated D.U.I. enforcement vehicles to carry out enforcement efforts. SGPD will also provide police officers the needed training to recognize the signs and symptoms of impairment. Funds will be used to train additional police officers to recognize the signs and symptoms of impairment for DUI investigations. Community outreach can be accomplished through social media outreach to highlight awareness and purchase equipment to support our DUI enforcement and prosecution efforts. During this time police officers will gain proper training and experience in identifying drivers under the influence of alcohol, drugs, and marijuana. By accomplishing this we are able to better serve our communities as we improve public safety.

**Problem Statement**

The South Gate Police Department is facing a significant public safety crisis stemming from an increase in impaired driving incidents and the abuse of cannabis within the community. The South Gate Police Department has seen an overall increase in the number DUI related collisions dating back to 2020.

2020-(68 DUI/DUID related collisions and 3 fatal collisions with 1 being DUI/DUID related)

2021-(100 DUI/DUID related collisions and 8 fatal collisions with one being DUI/DUID related)

2022-(94 DUI/DUID related collisions and 4 fatal collisions with no DUI/DUID collisions being reported)

2023- (138 DUI/DUID related collisions and 7 fatal collisions with 2 of them being DUI/DUID related fatalities)

2024-(80 DUI/DUID related collisions and 5 fatal collisions with 3 of them being DUI/DUID related fatalities)

2025-(126 DUI related collisions and 7 fatal collisions with 4 of them being DUI/DUID related fatalities)

This has shown a steady increase in DUI/DUID related collisions and the dangers the community faces. Further, with the data provided by the Office of traffic safety for the 2023 and 2022 calendar year, the City of South Gate ranks 9th (2023) and 15th (2022) out of 103 California cities. Both years show that South Gate falls in the top tier of California cities for DUI/DUID related collisions per person. A combination of education and enforcement is critical to protect the members of this community. In previous years staffing shortages made it difficult to field DUI enforcement patrols, however, with staffing levels at 75 (Full staffing at 81). While this has not entirely eliminated mandatory assigned patrol overtime, it has drastically decreased the number of officers forced to work patrol overtime freeing up resources to deploy locally for enforcement.

In addition, the community is grappling with a rise in cannabis abuse, particularly among juveniles. SGPD has made multiple arrests related to the illegal sale of cannabis vape pens near middle and high schools. These investigations have uncovered links to other criminal activities, such as possession of stolen vehicles and weapons. The increased use of cannabis products among juveniles has resulted in unsafe behaviors, including impaired operation of bicycles, e-bikes, scooters, skateboards, pocket bikes, and vehicles, further endangering public safety.

## Schedule A

This multifaceted issue highlights the urgent need for community education, enhanced officer training, and increased enforcement efforts to address impaired driving and cannabis abuse. Without strategic intervention, the safety of SGPD's community will continue to be at risk.

**Performance Measures/Scope of Work (Proposed Solution)**
The South Gate Police Department's Impaired Driving Enforcement Grant aims to save lives and ensure the long-term benefits of its efforts. By increasing public awareness and implementing targeted enforcement, the SGPD seeks to achieve a 10% reduction in both DUI-related incidents and fatal collisions.

To achieve this goal, the SGPD will conduct 28 DUI enforcement operations throughout the grant year with 7 per quarter (every three months). These operations will focus on identifying and apprehending impaired drivers to reduce injuries and fatalities. Officers involved in these operations will utilize specialized training, including Standardized Field Sobriety Test (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) techniques, to conduct thorough DUI/DUID investigations.

Overtime salaries will support these operations, with each detail involving a single vehicle staffed by one officer to increase coverage and visibility. These enforcement efforts will primarily occur during nighttime hours or other high-risk periods for impaired driving, with each operation lasting eight hours. The goal is to conduct seven enforcement operations per quarter throughout the grant period.

A dedicated marked "DUI Enforcement" vehicle will facilitate these efforts in addition to marked police motorcycles. These vehicle will allow officers to effectively locate and apprehend impaired drivers while addressing key collision factors such as speeding, unsafe turning movements, and failure to yield. By providing officers with the tools necessary for targeted enforcement, the vehicle and motorcycles will enhance the department's ability to reduce DUI-related incidents and fatalities while reinforcing its commitment to community safety.

To accomplish this, the SGPD intends to conduct a total of 28 DUI saturation patrols (Q1=7, Q2=7, Q3=7, Q4=7) and aim to reduce DUI/DUID deaths and DUI/DUID related crashes by 10%.

1 Intoxilyzer 9000 breath machine would be purchased to assist in gathering evidence against DUI/DUID drivers that can be used in court (Q1=purchase, Q2= receive, upon completion of training for certified users, the machine will be in use in Q3 and Q4). The current intoxilyzer breath machine at SGPD has not been functioning for nearly a year, requiring officer to seek other avenues to obtain usable evidence.

1 BMW police motorcycle to be used in traffic enforcement efforts and to be used in patrol directed at locating DUI and DUID drivers. Police motorcycles are more agile and can more easily observe violations (Q1=Obtain required quotes, Q2 place order, Q3 receive the motorcycle, Q4 deploy the motorcycle in the field for use)

2 educational presentations at local high schools (Q4=2) Aim to contact 100 students specifically around the time of prom and graduation. Education will be focused on the dangers of DUI and DUID driving and the related consequences.

**Project Performance Evaluation**
The South Gate Police Department will analyze data collected during the grant to complete a final evaluation in the fourth quarter. This evaluation will summarize the grants accomplishments, challenges and key activities. It will also include an assessment of whether the goals of the objective were met, exceeded, or, if not achieved, an explanation why. SGPD will use Crossroads Analytics Software and in-house RMS software to track collision and enforcement data. This data will allow for comparisons between the grant year and previous years, helping to identify trends and assess the grant's potential impact. Statistics on DUI arrests, DUI-related traffic collisions, injury-related DUI collisions, and DUI traffic fatalities will also be compiled for quarterly evaluations.

## Schedule A

**Program Sustainability**

The South Gate Police Department is committed to reducing reliance on future grant funding by building sustainable enforcement and prevention capabilities within its traffic division. As staffing levels improve, the department's long-term plan is to fully staff the traffic division with four motor officers, two DUI enforcement vehicles, and eight community service officers. A fully staffed traffic division will enable SGPD to conduct consistent and proactive DUI enforcement efforts without the need for external funding. With these resources in place, the traffic division will be able to focus on targeted enforcement strategies such as saturation patrols, sobriety checkpoints, and community outreach programs, ensuring continued efforts to reduce DUI-related incidents and fatalities. Additionally, community service officers will play a crucial role in supporting non-enforcement duties, allowing sworn officers to dedicate more time to DUI enforcement. The timeline for achieving this objective is directly tied to improvements in staffing levels. As recruitment and retention strategies take effect, the SGPD anticipates incremental progress over the next three to five years. During this period, the department will prioritize internal training for officers, ensuring they are equipped with the skills necessary to maintain and expand DUI enforcement efforts independently of grant funding. This transition plan emphasizes self-sufficiency while maintaining a focus on roadway safety, ensuring the community continues to benefit from effective DUI enforcement and prevention measures even in the absence of significant grant support.

**Administrative Support**

The South Gate Police Department has extensive experience successfully managing various grants, even amidst challenges such as a reduction in police personnel. The department has consistently maintained accurate record-keeping, data entry, and statistical reporting to ensure the success of its grant-funded projects. SGPD has efficiently handled the processing of all financial records and will continue to manage and retain records for the Office of Traffic Safety, Alcohol Beverage Control and any other entity we enter into an agreement with. With a dedicated and motivated staff, the South Gate PD is well-prepared to undertake the tasks necessary to reduce DUI incidents and enhance public safety within the community. The department's personnel and physical resources are well-suited to implement the project effectively and achieve its objectives.

## Schedule B

### Detailed Budget Estimate

| Award Number | Organization/Agency | Total Amount |
|---|---|---|
| 30933 | South Gate Police Department | $98,790.00 |

| Cost Category | Line Item Name | Total Cost to Grant |
|---|---|---|
| **Other Direct Costs** | | |
| | Registration Fees | $3,260.00 |
| | Intoxilyzer Trainer and Maintenance Course | $1,300.00 |
| **Category Sub-Total** | | **$4,560.00** |
| **Personnel** | | |
| | DUI Saturation Patrol | $23,040.00 |
| | SFST Training - Attend | $1,200.00 |
| | ARIDE Training – Attend | $800.00 |
| **Category Sub-Total** | | **$25,040.00** |
| **Travel** | | |
| | Conference Travel | $740.00 |
| | Intoxilyzer Trainer and Maintenance Course - Attend Travel | $2,700.00 |
| **Category Sub-Total** | | **$3,440.00** |
| **Equipment** | | |
| | DUI Motorcycle (Includes Outfitting & Decals) | $52,750.00 |
| | DUI Intoxilyzer Breath Machine | $13,000.00 |
| **Category Sub-Total** | | **$65,750.00** |

| Grant Total | $98,790.00 |
|---|---|

# Schedule B-1
# Budget Narrative

**South Gate Police Department**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

**Other Direct Costs**

**Registration Fees**
$3,260.00
IACP CONFERENCE REGISTRATION: $815 X4 OFFICERS = $3, 260

**Intoxilyzer Trainer and Maintenance Course**
$1,300.00
Intoxilyzer maintenance and instructor course/ Owensboro Kentucky
2 personnel attending training (1 traffic supervisor, 1 traffic officer)
Course registration= $650 x 2 ($1300)

**Personnel**

**ARIDE Training – Attend**
$800.00
The goal is to send one officer to ARIDE training (16 hours). This will be attended by South Gate Police Officers who will attend at their regular rate of pay and not on overtime and will not include benefits. $120.00/hr.

**SFST Training - Attend**
$1,200.00
The goal is to send 1 officer to SFST training (24 hours) This will be attended by South Gate Police Officers who will attend at their regular rate of pay and not on overtime and will not include benefits. $120.00/hr.

**DUI Saturation Patrol**
$23,040.00
24 DUI saturation patrols will occur. Each includes one officer for an 8-hour shift at an approximate cost of $960 per shift ($120 / Hr.). These are to be paid at the officers OT rate in addition to Medicare costs at 1.45%. No other benefits are being requested for reimbursement. Officers will be scheduled to work an 8-hour shift as a solo officer conducting DUI/DUID enforcement.

**Travel**

**Conference Travel**
$740.00
IACP Conference TRAVEL (46 miles round trip from 8620 California Ave. South Gate Ca.)
3 Police Officers and 1 Sergeant will be attending with the below estimated costs:
Per diem: $22 per meal X 4 meals X 3days = $264
Parking: $47 per day x 4 Personnel X 3 days=$564
Total= $1230.60

REIMBURSEMENT WILL BE AT CALIFORNIA STATE (CALHR) RATES. ANY COSTS BEYOND STATE TRAVEL RATES WILL BE THE RESPONSIBILITY OF THE GRANTEE.

## Schedule B-1
## Budget Narrative

**South Gate Police Department**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

**Intoxilyzer Trainer and Maintenance Course - Attend Travel**

$2,700.00
Intoxilyzer maintenance and instructor course/ Owensboro Kentucky
2 personnel attending training (1 traffic supervisor, 1 traffic officer)
Flight $900x 2 est. ($1800)
Hotel 4 nights ($1000)
Per diem (Meals) @ $24/meal per person X 4 days = ($576)
Total estimated cost $4676 (Overage to be covered by the city)

REIMBURSEMENT WILL BE AT CALIFORNIA STATE (CALHR) RATES. ANY COSTS BEYOND STATE TRAVEL RATES WILL BE THE RESPONSIBILITY OF THE GRANTEE.

**Equipment**

**DUI Motorcycle (Includes Outfitting & Decals)**

$52,750.00
2025 BMW R1300 police motorcycle: $37,000
Police motorcycle decals: $750.00
Costs to fully outfit the police motorcycle with lights, siren, PA, Radio, gun rack, Lidar/radar and Bluetooth connection kit for the radio/helmet.: $15,000

* NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS

**DUI Intoxilyzer Breath Machine**

$13,000.00
DUI Intoxilyzer Breath Machine unit cost $13,000.00
Price includes tax and shipping costs

**State of California-Transportation Agency** **GAVIN NEWSOM, Governor**

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**
**601 North 7th Street**
**Sacramento, CA 95811**
**(916) 843-4360**
**(800) 735-2929 (TT/TDD)**
**(800) 735-2922 (Voice)**

June 30, 2026

File No.: 060.17344.19741

Sergeant Steve Thoreson
South Gate Police Department
8620 California Avenue
South Gate, CA 90280

Dear Sergeant Thoreson:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the South Gate Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $98,790.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

*For/*

M. W. HEADRICK, Chief
Enforcement and Planning Division

Office of the
South Gate City Clerk

JUL 23 2026

FILED
9:34 am

# Item No. 3

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **City Manager's Office**

***Department Head:*** Arturo Cervantes
for *Rob Houston*

***City Manager:*** Arturo Cervantes
for *Rob Houston*

**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION ESTABLISHING A FIVE-YEAR FISCAL REVIEW AND ACCOUNTABILITY COMMITMENT IN CONNECTION WITH THE UTILITY USERS TAX MEASURE ON THE NOVEMBER 3, 2026 BALLOT**

**PURPOSE:** To adopt a resolution establishing a scheduled public review of the City's finances during the fifth full fiscal year of Utility Users Tax (UUT) collections, including consideration at that time of whether the UUT rate should remain unchanged, be reduced under existing ordinance authority, or be submitted to the voters for adjustment or repeal. The UUT measure approved for the November 3, 2026 ballot is referred to in this report as the "Measure." This item responds to the City Council's direction of July 14, 2026, and supplements the April 14, 2026, and June 9, 2026 Agenda Bills on the Measure.

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

a. Adopting a 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.

**SUMMARY:** On July 14, 2026, the City Council considered whether a sunset clause should be added to the Measure and provided direction to leave the Measure unchanged and to return with a resolution establishing a scheduled public review of the City's finances. The proposed resolution implements that direction. It schedules a comprehensive public review of the City's finances during the fifth full fiscal year of UUT collections, expected to be Fiscal Year 2031-32, with defined minimum review elements, a noticed public process, continued annual reporting, and open-session consideration of whether further action regarding the UUT is warranted. The resolution's reporting and review obligations become operative only upon certification of election results confirming voter approval of the Measure on November 3, 2026.

**FISCAL IMPACT**: Adoption of the resolution requires no immediate additional appropriation. Annual reporting is expected to be absorbed within the Administrative Services Department's regular work program. The Five-Year Fiscal Review will require staff resources and may require outside professional services or public outreach expenditures, depending on the scope approved at

that time. Any future ballot measure would be presented separately to the City Council with an estimate of election and implementation costs.

**ANALYSIS:** On June 9, 2026, the City Council adopted the amended and restated resolution and ordinance placing the Measure before the voters at the rate of 8 percent. On July 14, 2026, at the request of members of the City Council, staff presented an analysis of whether a sunset clause should be added, addressing the duration of the City's structural deficit, the fiscal effect of a scheduled expiration of the revenue, potential borrowing and credit considerations, and the practice of other Los Angeles County jurisdictions. Following that discussion, the City Council provided direction to leave the Measure unchanged and to return with a resolution outlining a future review of the city's finances and the UUT.

**What the Resolution Provides**

1. **Five-Year Fiscal Review.** The City Council will conduct a comprehensive public review of the City's finances during the fifth full fiscal year of UUT collections; a partial fiscal year in which collections first commence does not count as a full fiscal year. The review will be presented at a noticed public meeting no later than April 30, 2032, so the City Council has time to deliberate and, if it chooses, to act before applicable election deadlines. Based on the anticipated commencement of collections, the review is expected to occur during Fiscal Year 2031-32.
2. **Minimum Review Elements.** The review will include, at a minimum: UUT revenues collected compared to projections; the condition of the General Fund, including structural balance, reserve levels measured against the City's adopted reserve policies, and the five-year forecast; the status of General Fund services restored, sustained, or enhanced following implementation of the Measure, including the service priorities identified in the City's adopted budgets and public financial reports; and whether the UUT rate remains appropriate to the City's financial condition and service needs. The review will be based on audited results through the most recently completed fiscal year and current-year estimates.
3. **Consideration of Future Action.** As part of the review, the City Council will consider whether the UUT rate should remain unchanged, be reduced pursuant to any authority provided by the UUT ordinance, or be submitted to the voters for adjustment or repeal, as required by law. The UUT ordinance authorizes the City Council to amend the ordinance without an election except for amendments that would increase the tax within the meaning of Government Code section 53750(h); any increase above the voter-approved maximum would require voter approval under Article XIII C of the California Constitution.
4. **Public Process.** The staff report and supporting analysis will be published on the City's website in advance of the meeting, and members of the public will have the opportunity to comment.
5. **Annual Reporting.** In addition to the five-year review, the Director of Administrative Services, or designee, will report annually on UUT collections and the condition of the General Fund through the budget process and the City's audited financial statements.
6. **General Tax Status.** Nothing in the resolution restricts UUT proceeds to a specific purpose or changes the Measure's status as a general tax available for general governmental purposes.

7. **Voter Rights Preserved.** Independent of any action by the City, the voters retain the power under Article XIII C of the California Constitution to reduce or repeal a local tax by initiative at any time.
8. **Effective and Operative Dates.** The resolution is effective upon adoption; its reporting and review obligations become operative only upon certification of election results confirming voter approval of the Measure. If the Measure is not approved, those obligations do not become operative.

**Relationship to the Ballot Measure**
The proposed resolution implements the City Council's July 14 direction by establishing a scheduled public fiscal review without changing the rate, duration, or other provisions of the Measure already approved for the ballot. The review will provide the City Council and the public with updated financial information and a formal opportunity to consider whether further action is warranted.

**Procedural Considerations**
Adoption of the resolution does not amend the UUT ordinance, ballot question, tax rate, or duration of the Measure previously approved for the November 3, 2026 ballot. The resolution will become effective upon adoption, but the annual reporting and Five-Year Fiscal Review requirements will become operative only upon certification of election results confirming voter approval of the Measure.

**Nature of the Commitment**
The resolution establishes a formal policy and administrative direction that will remain in effect unless amended or repealed by a future City Council in open session. It does not predetermine the outcome of the review or require the placement of a future ballot measure. Its purpose is to establish a scheduled, transparent process for evaluating the City's financial condition and the continued appropriateness of the UUT rate.

**ATTACHMENT:** A. Five-Year Fiscal Review and Accountability Resolution

**RESOLUTION NO. _____**

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

**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**

**WHEREAS,** the City of South Gate ("City") faces an ongoing structural General Fund deficit in which recurring expenditures, including pensions, insurance, salaries, and State-mandated costs, exceed recurring revenues;

**WHEREAS,** on April 14, 2026, the City Council adopted the resolution and ordinance to place a Utility Users Tax measure before the voters at the November 3, 2026 General Municipal Election, and on June 9, 2026, the City Council adopted the amended and restated resolution and ordinance establishing the rate of the measure at 8 percent (the "Measure");

**WHEREAS,** on July 14, 2026, the City Council received and considered a staff analysis regarding whether a sunset clause should be added to the Measure, which analysis addressed the ongoing nature of the City's structural deficit, the fiscal consequences of a scheduled expiration of approximately $10.4 million in estimated annual revenue, potential effects on the City's financial flexibility and cost of borrowing, and the practice of other Los Angeles County jurisdictions;

**WHEREAS,** following that discussion, the City Council provided direction to leave the Measure unchanged and directed staff to return with a resolution outlining a future review of the city's finances and the UUT, with consideration at that time of whether further action regarding the Utility Users Tax is warranted;

**WHEREAS,** the City Council finds that accountability to the taxpayers of South Gate is paramount, and that a scheduled, comprehensive, and public review of the City's finances provides transparency and a scheduled re-examination of the Utility Users Tax while preserving the ability of the City Council and the community to respond to actual conditions; and

**WHEREAS,** independent of any action of the City, the voters retain the power under Article XIII C of the California Constitution to reduce or repeal a local tax by initiative.

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

**SECTION 1. Recitals.** The City Council finds that the foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. Five-Year Fiscal Review.** The City Council shall conduct a comprehensive public review of the City's finances (the "Five-Year Fiscal Review") during the fifth full fiscal year of Utility Users Tax collections. A partial fiscal year in which collections first commence shall not count as a full fiscal year. The Five-Year Fiscal Review shall be presented at a noticed public meeting of the City Council no later than April 30, 2032, so that the City Council has sufficient time to deliberate and, if it so chooses, to act before applicable election deadlines. Based on the anticipated commencement of collections, the Five-Year Fiscal Review is expected to occur during Fiscal Year 2031-32.

**SECTION 3. Scope of Review.** The Five-Year Fiscal Review shall address the following:

**A.** Utility Users Tax revenues collected in each fiscal year, compared to the projections presented to the City Council and to the voters;

**B.** The condition of the General Fund, including structural balance between recurring revenues and recurring expenditures, reserve levels measured against the City's adopted reserve policies, and the City's five-year financial forecast;

**C.** The status of General Fund services restored, sustained, or enhanced following implementation of the Measure, including the service priorities identified in the City's adopted budgets and public financial reports; and

**D.** Whether the rate of the Utility Users Tax remains appropriate to the City's financial condition and service needs.

The Five-Year Fiscal Review shall be based on audited financial results through the most recently completed fiscal year and estimates for the then-current fiscal year.

**SECTION 4. Consideration of a Future Ballot Measure.** As part of the Five-Year Fiscal Review, the City Council shall consider whether the rate of the Utility Users Tax should remain unchanged, be reduced pursuant to any authority provided by the Utility Users Tax ordinance, or be submitted to the voters for adjustment or repeal, as required by law. Any increase above the voter-approved maximum rate would require voter approval under Article XIII C of the California Constitution.

**SECTION 5. Public Process.** The staff report and supporting analysis for the Five-Year Fiscal Review shall be published on the City's website in advance of the meeting in accordance with the

City's agenda publication practices, and members of the public shall have the opportunity to comment.

**SECTION 6. Annual Reporting.** In addition to the Five-Year Fiscal Review, the Director of Administrative Services, or designee, shall report annually on Utility Users Tax collections and the condition of the General Fund through the City's budget process and the City's annual audited financial statements.

**SECTION 7. General Tax Status.** Nothing in this Resolution restricts Utility Users Tax proceeds to a specific purpose or changes the Measure's status as a general tax available for general governmental purposes.

**SECTION 8. Voter Rights Preserved.** Nothing in this Resolution limits, or is intended to limit, the power of the voters under Article XIII C of the California Constitution to reduce or repeal a local tax by initiative at any time.

**SECTION 9. Effective Date; Operative Date.** This Resolution shall be effective upon its adoption. The obligations set forth in Sections 2 through 6 shall become operative only upon certification of election results confirming voter approval of the Measure at the November 3, 2026 General Municipal Election. If the Measure is not approved, those obligations shall not become operative and this Resolution shall be of no further force or effect.

**SECTION 10. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED,** and **ADOPTED** this **28th** day of **July 2026.**

**CITY OF SOUTH GATE:**

By: _____
Joshua Barron, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

DRAFT

By: _____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

JUL 23 2026

FILED
9:34 am

# Item No. 4

# *City of South Gate*

CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**

Originating Department: **Public Works**

*Department Director:* Arturo Cervantes _____ *City Manager:* Arturo Cervantes _____

*Arturo Cervantes* for *Rob Houston*

**SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2026-28-AC WITH HDR ENGINEERING, INC. FOR THE ACTIVE TRANSPORTATION PROGRAM CYCLE 8 GRANT APPLICATION SUPPORT SERVICES**

**PURPOSE:** To approve Amendment No. 1 to Contract No. 2026-28-AC ("Agreement") with HDR Engineering, Inc ("HDR") to provide additional grant application support services for the Active Transportation Program (ATP) Cycle 8 applications for the Southern Avenue Multimodal Bridge Project and the Atlantic Avenue Corridor Connectivity Project.

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

a. Approving Amendment No. 1 to Contract No. 2026-28-AC ("Amendment No. 1") 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. Appropriating $11,899 in Measure R funds to cover for the Active Transportation Program grant application; and additional support services
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 is in the amount of $11,899 and it is proposed to be funded with Measure R Funds recommended to be appropriated. The total budget is summarized below.

| Services | Amount | Source of Funds |
|---|---|---|
| Contract No. 2026-28-AC | $39,874 | Proposition C |
| Amendment No. 1 | $11,899 | Measure R |
| **Total** | **$51,773** | |

**ANALYSIS:** On April 21, 2026, the City administratively approved Contract No. 2026-28-AC with HDR to provide professional grant application support services for the Active Transportation Program ("ATP") Cycle 8 Grant Funding Program. The Agreement authorized HDR to prepare two ATP Cycle 8 grant applications for the Atlantic Avenue Corridor Connectivity Project and the Southern Avenue Multimodal Bridge Project in the amount of $39,874. HDR's original scope of work included project team meetings, preparation of the ATP grant application packages, and graphics support. The agreement assumed the City would provide the project definition, concept design, project scope, budget

support. The agreement assumed the City would provide the project definition, concept design, project scope, budget information, and existing conditions data, with no additional project development, technical analysis, or conceptual engineering required.

During the preparation of the ATP Cycle 8 applications, City staff determined that additional consultant services were necessary to strengthen the applications and better define the proposed improvements and ATP-eligible project costs. The additional work was requested by the City to improve the competitiveness of the applications and complete the final submittal packages.

For the Southern Avenue Multimodal Bridge Project application, HDR provided additional conceptual engineering, refined project cost estimates, identified ATP-eligible costs, prepared ATP cost templates, updated project layouts and exhibits, and completed the application submittal. For the Atlantic Avenue Corridor Connectivity Project application, HDR prepared concept exhibits for the proposed improvements, developed a conceptual bus station layout at Tweedy Boulevard/Pinehurst Avenue, refined cost estimates and ATP-eligible costs, prepared ATP cost templates, and completed the final application submittal. Both ATP Cycle 8 grant applications were submitted on June 22, 2026.

Amendment No. 1 adds 76 hours of professional services and increases the contract amount by $11,899, from $39,874 to a revised not-to-exceed amount of $51,773. The amendment formalizes the additional services completed by HDR to strengthen and finalize the ATP Cycle 8 grant applications.

**BACKGROUND:** The Active Transportation Program (ATP) Cycle 8 Grant Funding Program provided the City with an opportunity to pursue competitive funding for pedestrian, bicycle, transit access, and multimodal connectivity improvements. In March 2026, the City solicited proposals from qualified consultants to prepare two ATP Cycle 8 grant applications to pursue funding for the Atlantic Avenue Corridor Connectivity Project and the Southern Avenue Multimodal Bridge Project. Following a Request for Proposals (RFP) process, the City administratively awarded Contract No. 2026-28-AC to HDR Engineering, Inc. to provide professional grant application support services, in the amount of $39,874.

The proposed Atlantic Avenue Corridor Connectivity Project included improvements intended to strengthen connectivity along Atlantic Avenue and nearby corridors, including improved access to South Gate Park, future transit service, Wright Road median improvements, and evaluation of Southern Avenue from Pinehurst Street to the Los Angeles River.

The proposed Southern Avenue Multimodal Bridge Project builds upon a previously submitted ATP grant application and advances plans for a new multimodal bridge along Southern Avenue that would accommodate pedestrians, bicyclists, and transit users. The project would create a new connection between Atlantic Avenue and Garfield Avenue over the Los Angeles River and I-710 Freeway, improving access to neighborhoods, parks, and future transit.

The ATP Cycle 8 applications for the Southern Avenue Multimodal Bridge Project and the Atlantic Avenue Corridor Connectivity Project were submitted on June 22, 2026. Because the applications have already been submitted, Amendment No. 1 formalizes the additional services requested by the City and performed by HDR to complete the final application materials, project exhibits, cost estimate refinements, ATP-eligible cost identification, and application portal submittals.

**ATTACHMENTS:**

A. Proposed Amendment No. 1
B. Fee Proposal
C. Contract No. 2026-28-AC*
D. Maps

*Each document is available for review through the Office of the City Clerk.

KT:ky

**AMENDMENT NO. 1 TO CONTRACT NO. 2026-28-AC FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF SOUTH GATE AND HDR ENGINEERING INC.**

This Amendment No. 1 to Contract No. 2026-28-AC for Professional Engineering Services ("Amendment No. 1") is made and entered into on July 28, 2026, by and between the City of South Gate, a municipal corporation ("City"), and HDR Engineering, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS,** on April 21, 2026, the City Council approved Contract No. 2026-28-AC with Consultant ("Agreement") for Professional Engineering Services for Active Transportation Program Cycle 8 Grant Application Support Services, including preparation of grant applications for the Atlantic Avenue Corridor Connectivity Project and the Southern Avenue Multimodal Bridge Project, in the amount of **Thirty-Nine Thousand Eight Hundred Seventy-Three and Seventy-Eight Cents ($39,873.78)**; and

**WHEREAS,** the City and Consultant desire to execute Amendment No. 1 to Contract No. 2026-28-AC for Professional Engineering Services to increase the contract amount by **Eleven Thousand Eight Hundred Ninety-Nine Dollars and Thirty-Nine Cents ($11,899.39)**, for a revised total contract amount not to exceed **Fifty-One Thousand Seven Hundred Seventy-Three Dollars and Seventeen Cents ($51,773.17)**, under the terms and conditions of the Agreement.

**NOW, THEREFORE,** 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 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 compensation authorized under Amendment No. 1 to Contract No. 2026-28-AC shall not exceed **Eleven Thousand Eight Hundred Ninety-Nine Dollars and Thirty-Nine Cents ($11,899.39)**. With the approval of this Amendment, the total compensation under the Agreement, as amended, shall not exceed **Fifty-One Thousand Seven Hundred Seventy-Three Dollars and Seventeen Cents ($51,773.17)**. City shall pay Consultant for professional services performed and reimbursable costs incurred in accordance with the Agreement and this Amendment. No additional compensation shall be paid unless approved in advance by the City.

**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 **December 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 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)

**APPROVED AS TO FORM:**

By: DRAFT 46
Raúl F. Salinas, City Attorney

**HDR ENGINEERING, INC.:**

By: _____
Thomas Kim, Senior Vice President

Dated: _____

May 22, 2026

Mr. Kenneth Tang, PE
Senior Civil Engineer
City of South Gate, Department of Public Works
8650 California Avenue
South Gate, CA 90280

**RE: Amendment #1 to City of South Gate Active Transportation Program (ATP) Cycle 8 Grant Application Support**

Dear Mr. Tang:

HDR Engineering, Inc. (HDR) is currently supporting the City of South Gate (City or South Gate) Department of Public Works to prepare the following two grant applications for the Active Transportation Program (ATP) Cycle 8 funding opportunity:

- Southern Avenue Multimodal Bridge Project
- Atlantic Ave Corridor Connectivity Project

## Scope of Work

The original amount for this cost proposal is $39,873.78. To continue supporting preparation of the two grant applications, the City has requested an increase in level of effort, resulting in contract Amendment #1. Under this amendment, HDR will provide the City with the following additional services:

- For the Southern Avenue Multimodal Bridge Project ATP grant application, HDR will:
  - Review the City's cost estimates, define the value of the ATP-eligible items and present the costs in the ATP-specific template format
  - Review the concept layout and identify the right-of-way encroachments to be reported in the application
  - Revise concept roadway layout and profile to generate the application exhibits
  - Submit project applications in 2027 ATP Application Portal

- For the Atlantic Ave Corridor Connectivity Project ATP grant application, HDR will:
  - Prepare project layout exhibits identifying the proposed improvements that the City requested during the May 7, 2026, project meeting, including crosswalks, RRFB, curb ramps, pedestrian lighting, bicycle racks, and bike lanes
  - Prepare concept sketch of a bus station at the Tweedy/Pinehurst intersection
  - Prepare cost estimates of the proposed improvements above, define the value of the ATP-eligible items and present the costs in the ATP-specific template format
  - Submit project applications in 2027 ATP Application Portal

## Budget

Based on the City's feedback, HDR is proposing an amendment to add $11,899.39 to the original contract amount, for a total of $51,773.17. HDR's cost proposal breakdown is listed in the table below.

hdrinc.com

350 South Grand Ave, Suite 2900, Los Angeles, CA 90071-3406
T 213.304.2925

| Role | HDR Engineering, Inc. Personnel | Rate | Billing Rate | Hours | Labor Amount |
|---|---|---|---|---|---|
| Technical Advisor | Terence Pao | 136.07 | $383.89 | 2 | $ 767.78 |
| Project Manager | Tham Nguyen | 132.19 | $372.95 | 2 | $ 745.89 |
| Task Lead/Grant Writer | Rachel Fabian | 52.89 | $149.22 | 8 | $ 1,193.74 |
| Grant Writer | Elizabeth (Liz) Ha | 43.88 | $123.80 | 8 | $ 990.38 |
| Engineering Support | Tanner Bleyle | 50.16 | $141.52 | 48 | $ 6,792.75 |
| Planner | Steve Gaskill | 62.42 | $176.10 | 8 | $ 1,408.84 |
| | | | **Total** | **76** | **$ 11,899.39** |

We appreciate this opportunity to further assist the City of South Gate Department of Public Works on this project. Please direct any questions or concerns related to this proposal to HDR's Project Manager by phone at 213.304.2925 or via email at Tham.Nguyen@hdrinc.com.

Sincerely,
**HDR Engineering, Inc.**

Thomas T. Kim, PE (CA #57374)
Senior Vice President

Tham Nguyen
Project Manager

# AGREEMENT FOR PROFESSIONAL SERVICES FOR ACTIVE TRANSPORTATION PROGRAM CYCLE 8GRANT APPLICATION SUPPORT SERVICES BETWEEN THE CITY OF SOUTH GATE AND HDR ENGINEERING, INC

This Agreement for Professional Services for Active Transportation Program Cycle 8Grant Application Support Services ("Agreement") is made and entered into on **April 21, 2026** by and between the **City of South Gate**, a municipal corporation ("City"), and **HDR Engineering, Inc.**, a Nebraska corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS

**WHEREAS,** City desires to retain a qualified provider for certain services relating to the preparation of applications for grants from private and governmental entities to fund municipal public works projects and maintenance services, including Active Transportation Program Cycle 8 Grant Application Support.

**WHEREAS,** Consultant represents and 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 and warranty, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

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

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing. The City project for which the Scope of Services are being provided ("Project") consists of assisting the City in preparing two grant applications for the Active Transpiration Program ("ATP") Cycle 8 funding opportunity, including (a) preparing two ATP grant applications – one for the Atlantic Avenue Corridor Connectivity Project and the other for the Southern Avenue Park Bridge Project – and supporting the City in packaging the project scope, funding plan, and collateral materials to align with the grant program requirements and merit criteria, and (b) reviewing recently awarded projects to support the development of a competitive application for the City. As used herein, the term "Project Completion" means the earlier to occur of (i) final approval or denial of those ATP grant applications, or (ii) full and complete performance by Consultant of Task 1, Task 2 and Task 3 as described on Exhibit 'A".

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Thirty-Nine Thousand Eight Hundred Seventy-Three and Seventy-Eight Cents ($39,873.78)** as described in Consultant's Cost Proposal attached hereto

as Exhibit "B." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the City's City Manager or his designee.

**2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

**2.2** Consultant shall be paid in accordance with Consultant's Cost Proposal attached hereto as Exhibit "B." City shall pay Consultant within thirty (30) days of receipt of the invoice.

**2.3** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**3. TERM OF AGREEMENT.** This Agreement is effective as of **April 7, 2026,** and will remain in effect for a period of until Project Completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

**4. CITY AGENT.** The City's City Manager, or his designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the City Manager, or his designee, has the authority to provide that approval or authorization.

**5. CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

**5.1** Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

**6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days' written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is

terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**6.2 Termination for Cause.**

**6.2.1** City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure withing a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Use by City of any unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant shall be at City's sole risk and without liability to Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

**6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the federal, state, and county and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to documents, data, and records of Consultant and its subcontractors only to the extent necessary 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 (if the City approves any subcontractors) similarly to provide such workers' compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 per occurrence/accident for bodily injury and property damage liability.

**6.5.3** Professional liability insurance with a limit of not less than $1,000,000 per claim and $5,000,000 annual aggregate.

**6.5.4** Each such policy of liability 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. Include an Additional Insured Endorsement (**CG 20 10 11 85**) naming the City of South Gate and its agents as an additional insured with respect to the City's and its officers and employees' interests under this Agreement. This is to be complied with by presenting an appropriate insurance policy. The limits of insurance provided to the additional insured shall be the limits set forth in this Agreement.

c. State that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (including without limitation primary, umbrella, excess, self-insurance or any other basis) available to the additional insureds.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

**6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency to the extent arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, and excepting claims or actions to the extent they may arise out of 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, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

**6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and will provide all services with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality.

**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 Consultant employment practices.

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

**6.11 Legal Construction.**

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

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

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

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

**6.11.5.** 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.

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

**6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim

within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any negligent defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

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

**6.15 Files.** All files of Consultant comprising the deliverables to City shall be and remain the property of City. Consultant's distinct or pre-existing intellectual property is expressly excluded from this provision. 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 and Waiver of Consequential 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. Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the services or this Agreement from any cause(s), including but not limited to any such damages caused by negligence, errors or omissions, strict liability, or breach of contract.

**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**
**Assistant City Manager/Director of Public Works**
8650 California Ave.
South Gate, CA 90280
Email: Acervantes@sogate.org
TEL: (323) 563-9567

**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:**
**HDR Engineering, Inc.**
**Thomas Kim, PE**
**Senior Vice President**
350 S. Grand Avenue, Suite 2900
Los Angeles, CA 90071
Phone: (714) 504-8860
Email: Tom.kim@hdrinc.com

**6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.24Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is April 7, 2026 and will remain in effect through and until Project Completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: Rob Houston
Rob Houston, City Manager

Dated: 05/07/2026

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raúl F. Salinas, City Attorney

**HDR ENGINEERING, INC.**

By: _____
Thomas Kim, Senior Vice President

Dated: 4/23/2026

# Exhibit "A"

# Scope of Work



## Scope of Work

The anticipated period of performance for the scope of services is March 19, 2026 to June 30, 2026.

### Task 1: Project Team Meetings

HDR will participate in the following meetings with the City to coordinate the grant application preparation:

- One project kick-off meeting between HDR and City staff, 1 hour in duration, with the option for virtual participation
- One meeting between HDR and City staff to finalize the scope, project definition, and project strategy for the two ATP grant application projects, up to two hours in duration, with the option for virtual participation
- Up to four additional meetings between HDR and City staff to coordinate on the development of the grant applications, up to one hour duration for each meeting, held virtually

### Task 2: Application Package Development

HDR will develop the application documents in accordance with the ATP Cycle 8 guidelines, consisting of:

- Project description
- Project location
- Project budget
- Funding commitment documentation
- Merit criteria narrative
- Project readiness narrative
- Letter of support template

HDR will design the application narrative to be easily accessible and emphasize the project's strengths with key themes throughout the application narrative. The City will work with and assist HDR in gathering the necessary documentation detailing the project scope, project definition, budget/funding commitment, schedule, and readiness.

The HDR team will prepare draft documents, and the City will review to ensure accuracy and consistency with City messaging. After receiving feedback from City staff, HDR will provide final files for the City to submit through the appropriate channels specified in the ATP Cycle 8 grant application guidelines.

### Task 3: Graphics Support

HDR will develop supporting graphics for the application package and format the narrative documents in a visually compelling style that conforms to ATP Cycle 8 guidelines. Graphics would include a grant application template, a project location map, a cover page, a header/footer, and graphics to support the narrative, such as additional maps, photographs, informational graphics, or call-out boxes.

## Assumptions

To effectively respond to the City's scope of work, HDR has made the following assumptions:

- Proposed staff will provide short-term grant application support remotely and will be available to participate in virtual meetings. In-person meetings are not required.
- The City will provide detailed budget and scope information for projects seeking funds, including the source of committed local matching funds if applicable.
- The City will provide project definition for the two projects.
- No project development tasks will be included as part of grant application development under this scope.
- No additional technical analysis will be required, such as collision analysis, travel origin-destination analysis, travel forecasting, benefit-cost analysis, traffic volume, and traffic analysis.
- No conceptual engineering will be required. It is assumed that the City will provide the concept design for the application.
- An existing conditions assessment will be provided by the City or will be readily available through publicly available information sources.
- City staff will submit each application through the appropriate channel specified in the ATP Cycle 8 Program Guidelines.
- The City will be responsible for securing letters of support from stakeholders.
- The City will provide necessary information to complete standard forms required for each grant application.
- The City will provide feedback on grant application drafts within seven business days of receiving the draft deliverable submittal. The feedback from the City will include a consolidated set of non-conflicting comments. One round of review is assumed.

## Proposed Cost

HDR proposes 240 hours total for the core staff members and the not-to-exceed amount proposed is $39,873.78. Our cost proposal is included in **Appendix A**.

## Professional Services Agreement

HDR's proposed modifications to the Professional Services Agreement Template provided by the City are outlined in **Appendix B**.

# Exhibit "B"

# Cost Proposal



## Cost Proposal

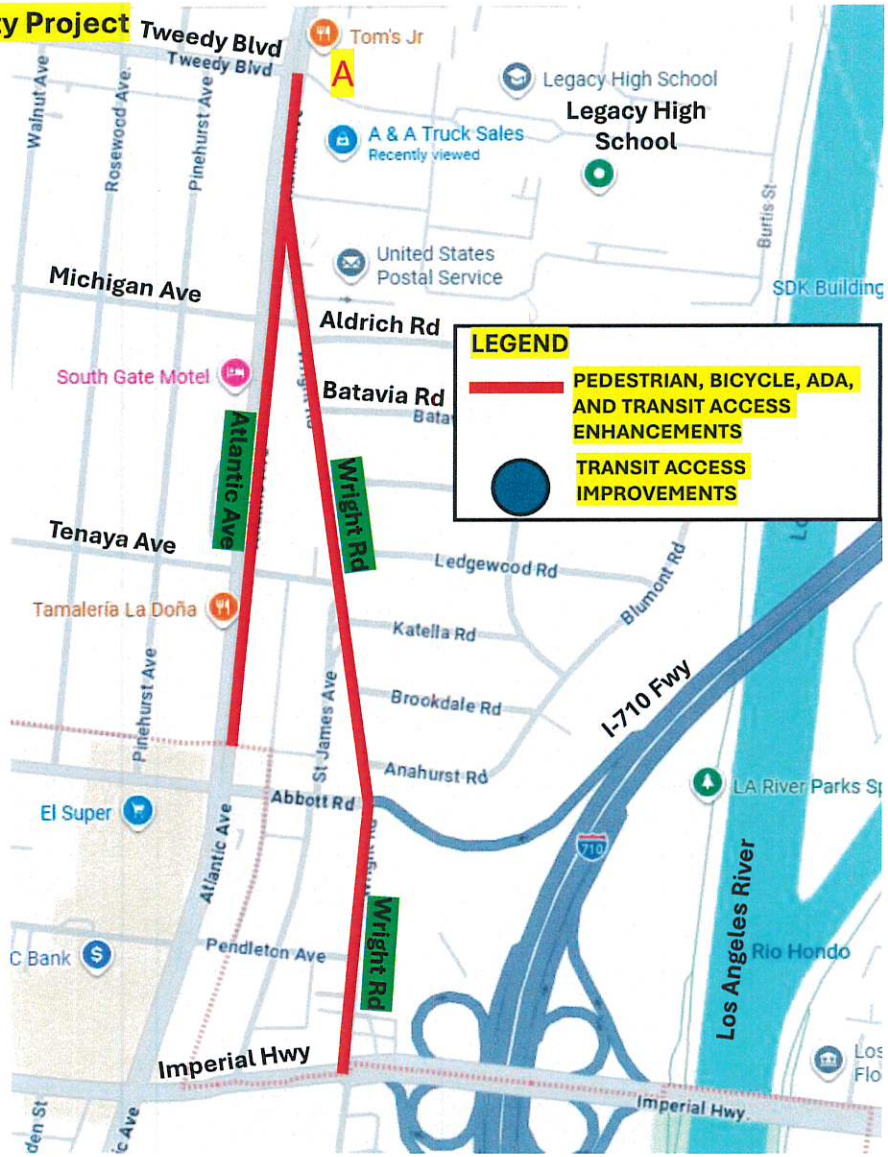
HDR's cost proposal breakdown can be found below.

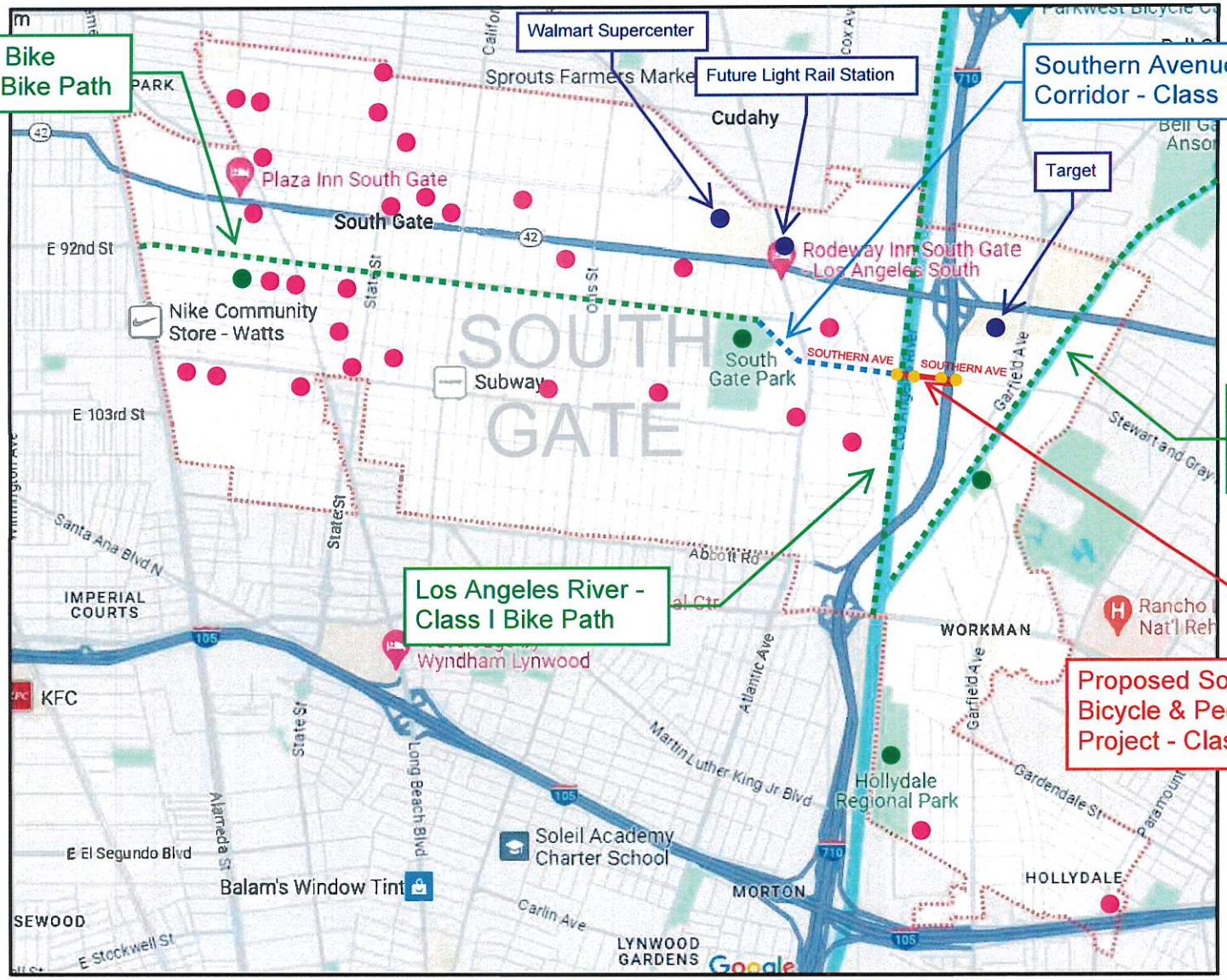
| Role | Personnel Name | Billing Rate | Hours | Labor Amount |
|---|---|---|---|---|
| Project Manager | Tham Nguyen | $372.95 | 24 | $8,950.69 |
| Technical Advisor | Terence Pao | $383.89 | 4 | $1,535.57 |
| Task Lead/Grant Writer | Rachel Fabian | $149.22 | 80 | $11,937.42 |
| Grant Writer | Liz Ha | $123.80 | 80 | $9,903.84 |
| Graphics Support | Michele Myers | $130.85 | 40 | $5,234.05 |
| Funding Strategy Support | Mathew Olson | $228.92 | 2 | $457.84 |
| Quality Control Reviewer | Robert Yates | $362.93 | 2 | $725.86 |
| | Project Accountant | $141.06 | 8 | $1,128.51 |
| | | **Total** | **240** | **$39,873.78** |

AS13772.0860872 4934-3711-4527v5

# Atlantic Avenue Corridor Connectivity Project
## Proposed Improvements






**LEGEND**

- Access Points
- Proposed Bike Path
- Existing Bike Path
- Existing Bike Lane
- School
- Park

N

NOT TO SCALE

CITY OF SOUTH GATE INCORPORATED JAN 20, 1923

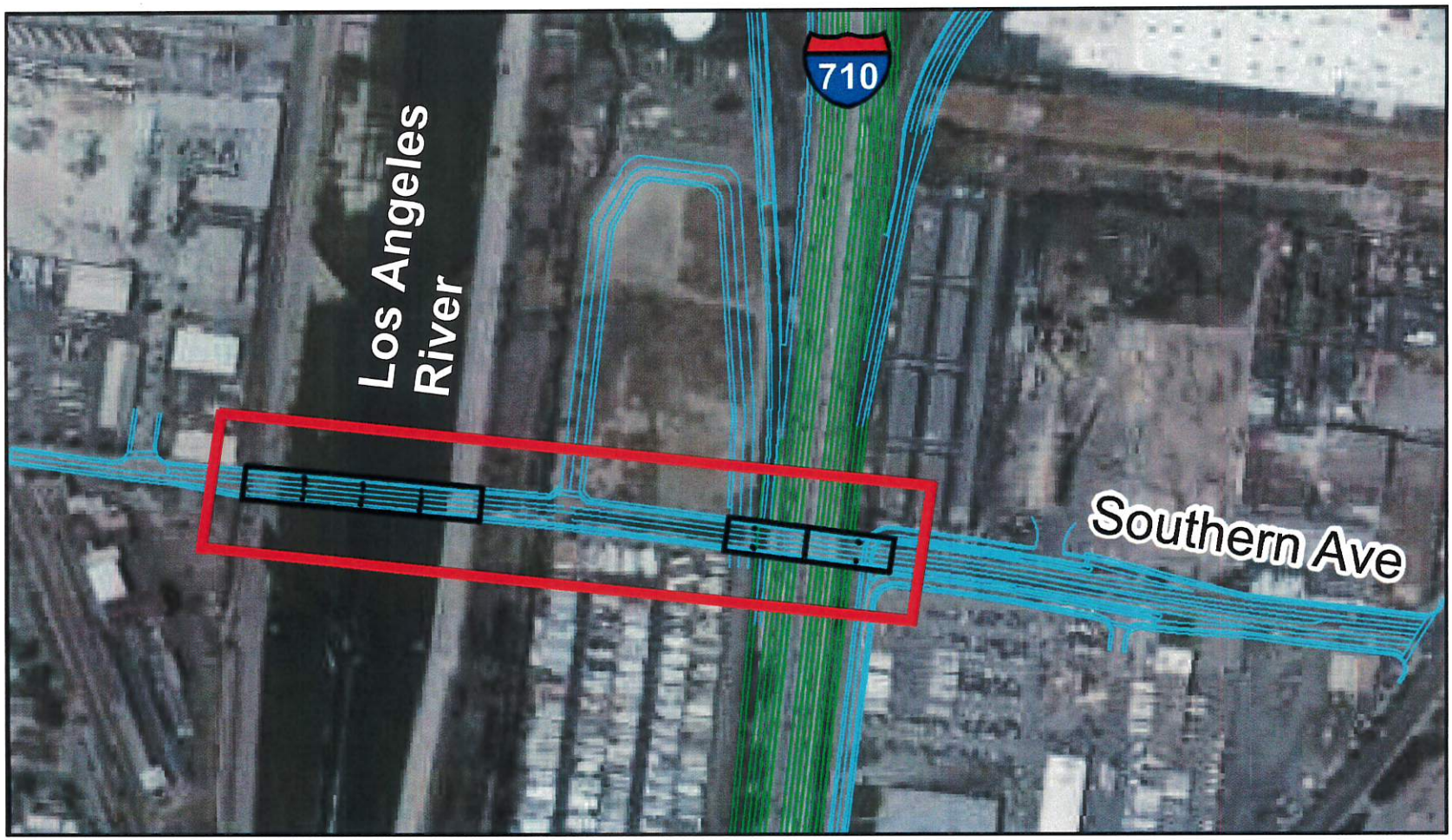
# SOUTHERN AVENUE BICYCLE & PEDESTRIAN BRIDGE PROJECT

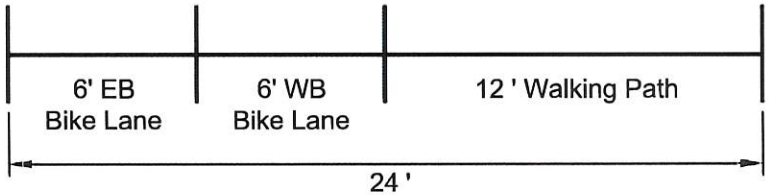
BARRIER LOCATIONS & IMPROVEMENTS MAP

ATTACHMENT 2B-3

SHEET 1 OF 1

I:\CA\South Gate, City of\N13103 - ATP Cycle 1 Application\400-PS&E\404-Exhibits\N13103 - Project Location & Concept Mapping




**LEGEND**

Proposed Bridge Structure

N

NOT TO SCALE

CITY OF SOUTH GATE
INCORPORATED JAN 20, 1923

**SOUTHERN AVENUE BICYCLE & PEDESTRIAN BRIDGE PROJECT**

CONCEPT MAP

ATTACHMENT **D**

SHEET 1 OF 1

I:\CAISouth Gate, City of\13183 - ATP Cycle 7 Application\100-PS&E\104-Exhibits\13183 - Project Location & Concept Mapping

Office of the
South Gate City Clerk

JUL 23 2026

FILED

9:40 am

# Item No. 5

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **Community Development**

*Department Director:* Gabriel Perez *City Manager:* Arturo Cervantes

*Gabriel Perez* for *Rob Houston*

**SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2022-85-AC WITH BDO USA, LLP., TO CONTINUE PROVIDING GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE TO THE CITY OF SOUTH GATE HOUSING AUTHORITY**

**PURPOSE:** To amend Contract No. 2022-85-AC with BDO USA LLP., ("BDO") to continue providing general accounting and financial assistance services for an additional one year.

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

a. Approving 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. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** The cost of the proposed Amendment No. 4 is included in the Fiscal Year 2026/27 Municipal Budget and will be funded with the following fund:

- Housing Authority (Section 8 Admin) – Fund 241 $ 25,000

**ANALYSIS:** BDO provides a variety of accounting and financial services to the City of South Gate through the Housing Authority. These services include professional guidance in areas where the City may not have specialized expertise to comply with accounting and financial housing issues. Listed below are some of the services BDO has provided the SGHA this past Fiscal Year:

- Analyze, prepare, and submit the monthly Voucher Management System (VMS) submission to the Department of Housing and Urban Development (HUD) Per HUD requirements we are allowed.
- Analyze and prepare monthly statements of revenue, expenses, and net position.
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare journal vouchers (JVs) to reconcile.

- Prepare monthly calculation and JV posting of earned administrative fees and Housing Assistance Payment (HAP) revenues.
- Analyze and prepare the monthly board report for the Board of Commissioners.
- Analyze and prepare calculations for the HAP program reserve balance.
- Analyze and update the monthly port-in register and prepare JV.
- Analyze and prepare JV to record monthly fraud recovery revenue.
- Prepare year-end unaudited and audited Financial Data Schedule (FDS) and submit it to Real Estate Assessment Center (REAC).
- Review HUD correspondence and reconcile HUD funding.

The proposed amendment would allow BDO to continue providing general accounting services, financial expertise, and assistance to the SGHA.

**BACKGROUND:** On September 27, 2022, the City Manager approved Contract No. 2022-85-AC with Consultant ("Agreement") for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000). Pursuant to HUD requirements, the City may enter into an agreement for up to 5 years. This amendment will be year four of the five eligible years.

On August 16, 2023, City and Consultant executed Amendment No. 1 to extend General Accounting and Financial Assistance services.

On October 1, 2024, City and Consultant executed Amendment No. 2 to extend General Accounting and Financial Assistance services.

On August 26, 2025, City and Consultant executed Amendment No. 3 to extend General Accounting and Financial Assistance services.

The City and Consultant desire to execute Amendment No. 4 to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed Twenty-Five Thousand Dollars ($25,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, as amended by Amendments Nos. 1, 2, 3 and 4 to One Hundred Twenty-Five Thousand Dollars ($125,000).

**ATTACHMENTS:**
A. Proposed Amendment No. 4 (including Scope of Work - Exhibit "A")
B. Amendment No. 3 to Contract No. 2022-85-AC
C. Amendment No. 2 to Contract No. 2022-85-AC
D. Amendment No. 1 to Contract No. 2022-85-AC
E. Contract No. 2022-85-AC

**AMENDMENT NO. 4 TO CONTRACT NO. 2022-85-AC FOR PROFESSIONAL SERVICES FOR GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE BETWEEN THE CITY OF SOUTH GATE AND BDO USA, LLP**

This Amendment No. 4 to Contract No. 2022-85-AC for Professional Services for General Accounting Services and Financial Assistance ("Amendment No. 1") is made and entered into on July 1, 2026, retroactively, by and between the City of South Gate, a municipal corporation ("City"), and BDO USA, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS,** on September 27, 2022, the City Manager approved Contract No. 2022-85-AC with Consultant ("Agreement") for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000).

**WHEREAS,** on August 16, 2023, City and Consultant executed Amendment No. 1 to extend General Accounting and Financial Assistance services;

**WHEREAS,** on September 26, 2024, City and Consultant executed Amendment No. 2 to extend General Accounting and Financial Assistance services; and

**WHEREAS,** on August 27, 2025, City and Consultant executed Amendment No. 3 to extend General Accounting and Financial Assistance services; and

**WHEREAS,** City and Consultant desire to execute Amendment No. 4 to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed **Twenty-Five thousand dollars ($25,000),** under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No.2, Amendment No. 3 and Amendment No. 4 to **One Hundred Twenty Five Thousand Dollars ($125,000).**

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

**1. MODIFICATION TO AGREEMENT.**

**1.1 TERM OF AGREEMENT.** The term of the Agreement, including Amendment No. 1, Amendment No 2 and Amendment No 3 is extended for one (1) year beginning July 1, 2026, through June 30, 2027, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

**1.2 COMPENSATION.** The amount of compensation paid by City to Consultant for the additional scope of work identified in Exhibit "A" shall not exceed **Twenty-Five Thousand Dollars ($25,000).**

2. **EFFECTIVE DATE.** The effective date of this Amendment No.4 is retroactive to July 1, 2026, and will remain in effect for one (1) year through and including June 30, 2027, unless otherwise terminated in accordance with the terms of the Agreement.

3. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits thereto, shall remain unchanged and in full force and effect. All recitals to this Amendment No. 4 are incorporated into the Agreement as modified by this Amendment No. 4 Furthermore, 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. 4 to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: _____
Rob Houston, City Manager

Dated: _____

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: DRAFT _____
Raul F. Salinas, City Attorney

**BDO USA,:**

By: _____
Brian Alten, CPA Partner

Dated: _____

Tel: 215-564-1900
Fax: 215-564-3940
www.bdo.com

1801 Market Street, Suite 1200
Philadelphia, PA 19103

**June 29, 2026**

City of South Gate
Attn: Carol Averell, Housing Manager
8650 California Avenue
South Gate, CA 90280

**Re: Agreement for Professional Services**

Dear Ms. Averell,

Thank you for selecting BDO USA. We appreciate the opportunity to provide exceptional professional services to City of South Gate ("Client" or "you"). Your services will be provided by BDO USA (collectively "BDO" or "we"). This agreement is effective on July 1, 2026, and will be good through June 30, 2027.

**Scope of Services**

As agreed, BDO will provide services (the "Services") that include the following services, financial expertise, and assistance.

- Analyze, prepare, and submit the monthly Voucher Management System (VMS) submission to HUD
- Analyze and prepare monthly statements of revenue, expenses, and net position
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare Journal Vouchers (JVs) to reconcile
- Prepare monthly calculation and JV posting of earned administrative fees and HAP revenues
- Analyze and prepare the monthly board report for the Board of Commissioners
- Analyze and prepare calculations for the HAP program reserve balance
- Analyze and update the monthly port-in register and prepare JV
- Analyze and prepare JV to record monthly fraud recovery revenue
- Prepare year-end unaudited and audited Financial Data Schedule (FDS) and submit to REAC
- Any other general accounting technical assistance requested by Client and agreed to by BDO

Any Service not specifically described herein is outside the scope of this agreement.

**Fee Arrangement**

BDO's fee for Services will be the firm's hourly rates, as noted below, plus costs for out-of-pocket expenditures. The total annual fees shall not exceed $25,000; and client will only be billed for work effort required.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C. is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

**Hourly Rates**

The hourly rates for the employees of BDO who will be providing the Services are as follows:

| Staff | Hourly Rate |
|---|---|
| Partner | $260 |
| Director | $200-$235 |
| Manager | $150-$195 |
| Senior | $130-$145 |
| Accountant | $125 |

The following terms and conditions shall apply to the Services provided by BDO under this agreement:

1. **General.** Unless the parties specifically state in writing that they intend to modify a term of this agreement, the terms of this agreement shall prevail.

2. **Russia Sanctions.** By executing this Agreement, Client represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. Client agrees that if at any time while BDO is providing services to Client the foregoing representation is no longer true, Client will immediately notify BDO.

3. **Termination.** Each party shall have the right to terminate this agreement at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. BDO may terminate this agreement and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this agreement that, by their very nature, are intended to survive termination shall survive after the termination of this agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this agreement is terminated Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates this agreement, any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the Client provides such termination notice to BDO.

4. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating

to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO under this agreement. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to this agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this agreement no later than one year after (i) the completion of the Services set forth herein or (ii) if this agreement was terminated prior to completion of the Services, the date this agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

5. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

6. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

7. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

The Client shall not employ or divert any employee or independent contractor of BDO. The obligations imposed by this paragraph shall survive the termination of this Agreement and continue for a period of one year following such termination. As liquidated damages for any breach of the obligations imposed by this paragraph, the Client shall pay to BDO an amount equal to 100% of the annual salary of any employee or 100% of the payments to any independent subcontractor over the most recent 12-month period, payable by BDO to the relevant employee or independent subcontractor at the time of such breach.

8. **Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

9. **Ownership of Working Papers.** In connection with the performance of the Services, we will prepare records and deliverables as set forth above. We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

10. **Additional Fees and Expenses.** The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due 45 days after receipt. Invoices that are unpaid 45 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

11. **Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers." If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the agreement, shall apply to the Third-Party



Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of this agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this agreement.

Without our prior written consent, Client may not assign this agreement except to a party that acquires substantially all of your assets and operations.

12. **Dispute Resolution. Any dispute or claim between you and BDO arising out of or relating to this agreement or a breach of this agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and this agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by**

**law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this agreement.**

**The parties to this agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.**

13. **Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this agreement and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. **Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. **Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. **External Computing Options.** If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. **Electronic Transmissions.** This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this agreement and all other persons or entities required by law. An electronically transmitted signature to this agreement will be deemed an acceptable original for purposes of consummating this agreement and binding the party providing such electronic signature.

19. **Severability.** If any portion of this agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this agreement shall remain in full force and effect.

20. **Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. **Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such

Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

22. **Restricted Federal Data.** The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

23. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

24. **Licensing Representation.** To the extent necessary for BDO to perform its obligations described herein, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a "Licensing Representation"). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

26. **Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this agreement to Brian Alten.

If you have any questions, please contact Brian Alten. We look forward to working with you.

Very truly yours,

**BDO USA**

**By:** _____
**Name: Brian Alten, CPA**
**Title: Assurance Market Managing Principal**

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this agreement on behalf of the Client set forth below for whom the authorized signatory is executing this agreement. The authorized signatory represents that this agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

**South Gate Housing Authority**

**By:** _____

**Print Name: Carol Averell**
**Print Title: Housing Manager**

(Please sign and return to us one **fully executed copy**; retain a copy for your files)

The Data Privacy Policy for BDO USA and its subsidiaries is located at https://www.bdo.com/legal-privacy/client-data-privacy-policy. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

**AMENDMENT NO. 3 TO CONTRACT NO. 2022-85-AC FOR PROFESSIONAL SERVICES FOR GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE BETWEEN THE CITY OF SOUTH GATE AND BDO USA, LLP**

This Amendment No. 3 to Contract No. 2022-85-AC for Professional Services for General Accounting Services and Financial Assistance ("Amendment No. 3") is made and entered into on July 1, 2025, retroactively, by and between the City of South Gate, a municipal corporation ("City"), and BDO USA, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS,** on September 27, 2022, the City Manager approved Contract No. 2022-85-AC with Consultant ("Agreement") for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000).

**WHEREAS,** on August 16, 2023, City and Consultant executed Amendment No. 1 to the Agreement to extend General Accounting and Financial Assistance services;

**WHEREAS,** on September 26, 2024, City and Consultant executed Amendment No. 2 to the Agreement to extend General Accounting and Financial Assistance services; and

**WHEREAS,** City and Consultant desire to execute Amendment No. 3 to the Agreement to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed **Twenty-Five Thousand Dollars ($25,000),** under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1, 2 and 3 to **One Hundred Thousand Dollars ($100,000).**

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

1. **MODIFICATION TO AGREEMENT.**

   1.1 **TERM OF AGREEMENT.** The term of the Agreement, including Amendment Nos. 1 and 2 is extended for one (1) year beginning July 1, 2025, through June 30, 2026, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

   1.2 **COMPENSATION.** The amount of compensation paid by City to Consultant for the additional scope of work identified in Exhibit "A" shall not exceed **Twenty-Five Thousand Dollars ($25,000).**

2. **EFFECTIVE DATE.** The effective date of this Amendment No. 3 is retroactive to July 1, 2025, and will remain in effect for one (1) year through and including June 30, 2026, unless otherwise terminated in accordance with the terms of the Agreement.

3. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits thereto, shall remain unchanged and in full force and effect. All recitals to this Amendment No. 3 are incorporated into the Agreement as modified by this Amendment No. 3. Furthermore, 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. 3 to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: _____
Rob Houston, City Manager

Dated: 9/2/2025

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raúl F. Salinas, City Attorney

**BDO USA,:**

By: _____
Brian Alten, CPA Partner

Dated: 8/27/2025

# EXHIBIT "A"

Tel: 215-564-1900
Fax: 215-564-3940
www.bdo.com

1801 Market Street, Suite 1700
Philadelphia, PA 19103

June 4, 2025

City of South Gate
Attn: Carol Averell, Housing Manager
8650 California Avenue
South Gate, CA 90280

**Re: Agreement for Professional Services**

Dear Ms. Averell:

Thank you for allowing us to propose professional services to the City of South Gate Housing Authority. We appreciate the opportunity to provide exceptional professional services to the City of South Gate Housing Authority ("Client" or "you"). Your services will be provided by BDO USA (collectively "BDO" or "we"). This agreement is effective on July 1, 2025, and will be good through June 30, 2026.

**Scope of Services**

As agreed, BDO will provide services (the "Services") that include the following general accounting services, financial expertise, and assistance:

- Analyze, prepare, and submit the monthly Voucher Management System (VMS) submission to HUD.
- Analyze and prepare monthly statements of revenue, expenses, and net position.
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare JVs to reconcile.
- Prepare monthly calculation and JV posting of earned administrative fees and HAP revenues.
- Analyze and prepare the monthly board report for the Board of Commissioners.
- Analyze and prepare calculations for the HAP program reserve balance.
- Analyze and update the monthly port-in register and prepare JV.
- Analyze and prepare JV to record monthly fraud recovery revenue.
- Prepare year-end unaudited and audited Financial Data Schedule (FDS) and submit to REAC.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C. is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

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- Review HUD correspondence and reconcile HUD funding.

Any Service not specifically described herein is outside the scope of this agreement.

Fee Arrangement

BDO's fee for Services will be the firm's hourly rates, as noted below, plus costs for out-of-pocket expenditures. The total annual fees shall not exceed $25,000; and client will only be billed for work effort required.

**Hourly Rates**

The hourly rates for the employees of BDO who will be providing the Services are as follows:

| Staff | Hourly Rate |
|---|---|
| Partner | $260 |
| Director | $200-$235 |
| Manager | $150-$195 |
| Senior | $130-$145 |
| Accountant | $125 |

***Work will be assigned to the staff based on the skill set that is required to complete the task. Rates may increase each renewal year not to exceed $5 per level.***

The following terms and conditions shall apply to the Services provided by BDO under this agreement:

1. **General.** Unless the parties specifically state in writing that they intend to modify a term of this agreement, the terms of this agreement shall prevail.
2. **Russia Sanctions.** By executing this Agreement, Client represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. Client agrees that if at any time while BDO is providing services to Client the foregoing representation is no longer true, Client will immediately notify BDO.

3. **Termination.** Each party shall have the right to terminate this agreement at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. BDO may terminate this agreement and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this agreement that, by their very nature, are intended to survive termination shall survive after the termination of this agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this agreement is terminated Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates this agreement, any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options



through and including the date that is thirty days after date the Client provides such termination notice to BDO.

4. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO under this agreement. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to this agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this agreement no later than one year after (i) the completion of the Services set forth herein or (ii) if this agreement was terminated prior to completion of the Services, the date this agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

5. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

6. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

7. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence.

Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

The Client shall not employ or divert any employee or independent contractor of BDO. The obligations imposed by this paragraph shall survive the termination of this Agreement and continue for a period of one year following such termination. As liquidated damages for any breach of the obligations imposed by this paragraph, the Client shall pay to BDO an amount equal to 100% of the annual salary of any employee or 100% of the payments to any independent subcontractor over the most recent 12-month period, payable by BDO to the relevant employee or independent subcontractor at the time of such breach.

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10. **Additional Fees and Expenses.** The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

11. **Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers." If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of this agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this agreement.

Without our prior written consent, Client may not assign this agreement except to a party that acquires substantially all of your assets and operations.

12. **Dispute Resolution. Any dispute or claim between you and BDO arising out of or relating to this agreement or a breach of this agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a**

federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and this agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this agreement.

The parties to this agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

13. **Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this agreement and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. **Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. **Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the

unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. **External Computing Options.** If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. **Electronic Transmissions.** This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this agreement and all other persons or entities required by law. An electronically transmitted signature to this agreement will be deemed an acceptable original for purposes of consummating this agreement and binding the party providing such electronic signature.

19. **Severability.** If any portion of this agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this agreement shall remain in full force and effect.

20. **Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. **Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such

information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

22. **Restricted Federal Data.** The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

23. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

24. **Licensing Representation.** To the extent necessary for BDO to perform its obligations described herein, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software

provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a "Licensing Representation"). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

26. **Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this agreement to Brian Alten, CPA, Assurance Market Managing Principal.

If you have any questions, please contact Brian Alten, **BDO ASSURANCE MARKET MANAGING PRINCIPAL**. We look forward to working with you.

Very truly yours,

**BDO USA**

By: _____
Name: **Brian Alten, CPA**
Title: **BDO ASSURANCE MARKET MANAGING PRINCIPAL**

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this agreement on behalf of the Client set forth below for whom the authorized signatory is executing this agreement. The authorized signatory represents that this agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

South Gate Housing Authority

By: _____

Print Name:

Print Title:

(Please sign and return to us one copy; retain a copy for your files)
The Data Privacy Policy for BDO USA and its subsidiaries is located at https://www.bdo.com/legal-privacy/client-data-privacy-policy. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

**Amendment No. 2**
**Contract No. 2022-85-AC**

**AMENDMENT NO. 2 TO CONTRACT NO. 2022-85-AC FOR PROFESSIONAL SERVICES FOR GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE BETWEEN THE CITY OF SOUTH GATE AND BDO USA, LLP**

This Amendment No. 2 to Contract No. 2022-85-AC for Professional Services for General Accounting Services and Financial Assistance ("Amendment No. 2") is made and entered into on July 1, 2024, retroactively, by and between the City of South Gate, a municipal corporation ("City"), and BDO USA, LLP., a California Limited Liability Partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS

**WHEREAS,** on September 27, 2022, the City Manager approved Contract No. 2022-85-AC with Consultant ("Agreement") for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000).

**WHEREAS,** on August 16, 2023, City and Consultant executed Amendment No. 1 to the Agreement to extend General Accounting and Financial Assistance services; and

**WHEREAS,** City and Consultant desire to execute Amendment No. 2 to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed **Twenty-Five thousand dollars ($25,000),** under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 and 2 to **Seventy-Five Thousand Dollars ($75,000).**

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

1. **MODIFICATION TO AGREEMENT.**

   1.1 **TERM OF AGREEMENT.** The term of the Agreement, including Amendment Nos. 1 and 2, is extended retroactively for one (1) year beginning July 1, 2024, through June 30, 2025, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

   1.2 **COMPENSATION.** The amount of compensation paid by City to Consultant for the additional scope of work identified in Exhibit "A" shall not exceed **Twenty-Five Thousand Dollars ($25,000).**

2. **EFFECTIVE DATE.** The effective date of this Amendment No. 2 is retroactive to July 1, 2024, and will remain in effect for one (1) year through and including June 30, 2025, unless otherwise terminated in accordance with the terms of the Agreement.

3. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits thereto, shall remain unchanged and in full force and effect. All recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. Furthermore, 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 thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: _____
Rob Houston, City Manager

Dated: 10-01-2024

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**BDO USA, LLP.:**

By: _____
Brian Alten, CPA Partner

Dated: September 26, 2024

Tel: 215-564-1900
Fax: 215-564-3940
www.bdo.com

1801 Market Street, Suite 1700
Philadelphia, PA 19103

August 16, 2024

City of South Gate
Attn: Carol Averell, Housing Manager
8650 California Avenue
South Gate, CA 90280

**Re: Agreement for Professional Services**

Dear Ms. Averell:

Thank you for allowing us to propose professional services to the City of South Gate Housing Authority. We appreciate the opportunity to provide exceptional professional services to the City of South Gate Housing Authority ("Client" or "you"). Your services will be provided by BDO USA (collectively "BDO" or "we"). This agreement is effective on July 1, 2024, and will be good through June 30, 2025.

**Scope of Services**

As agreed, BDO will provide services (the "Services") that include the following general accounting services, financial expertise, and assistance:

- Analyze, prepare, and submit the monthly Voucher Management System (VMS) submission to HUD.
- Analyze and prepare monthly statements of revenue, expenses, and net position.
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare JVs to reconcile.
- Prepare monthly calculation and JV posting of earned administrative fees and HAP revenues.
- Analyze and prepare the monthly board report for the Board of Commissioners.
- Analyze and prepare calculations for the HAP program reserve balance.
- Analyze and update the monthly port-in register and prepare JV.
- Analyze and prepare JV to record monthly fraud recovery revenue.
- Prepare year-end unaudited and audited Financial Data Schedule (FDS) and submit to REAC.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C. is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

- Review HUD correspondence and reconcile HUD funding.

Any Service not specifically described herein is outside the scope of this agreement.

Fee Arrangement

BDO's fee for Services will be the firm's hourly rates, as noted below, plus costs for out-of-pocket expenditures. The total annual fees shall not exceed $25,000; and client will only be billed for work effort required.

**Hourly Rates**

The hourly rates for the employees of BDO who will be providing the Services are as follows:

| Staff | Hourly Rate |
|---|---|
| Partner | $260 |
| Director | $195-$210 |
| Manager | $150-$190 |
| Senior | $125-$145 |
| Accountant | $120 |

*Work will be assigned to the staff based on the skill set that is required to complete the task. Rates may increase each renewal year not to exceed $5 per level.*

The following terms and conditions shall apply to the Services provided by BDO under this agreement:

1. **General.** Unless the parties specifically state in writing that they intend to modify a term of this agreement, the terms of this agreement shall prevail.
2. **Russia Sanctions.** By executing this Agreement, Client represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. Client agrees that if at any time while BDO is providing services to Client the foregoing representation is no longer true, Client will immediately notify BDO.

3. **Termination.** Each party shall have the right to terminate this agreement at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. BDO may terminate this agreement and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this agreement that, by their very nature, are intended to survive termination shall survive after the termination of this agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this agreement is terminated Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates this agreement, any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options



through and including the date that is thirty days after date the Client provides such termination notice to BDO.

4. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO under this agreement. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to this agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this agreement no later than one year after (i) the completion of the Services set forth herein or (ii) if this agreement was terminated prior to completion of the Services, the date this agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

5. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

6. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

7. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence.

Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

The Client shall not employ or divert any employee or independent contractor of BDO. The obligations imposed by this paragraph shall survive the termination of this Agreement and continue for a period of one year following such termination. As liquidated damages for any breach of the obligations imposed by this paragraph, the Client shall pay to BDO an amount equal to 100% of the annual salary of any employee or 100% of the payments to any independent subcontractor over the most recent 12-month period, payable by BDO to the relevant employee or independent subcontractor at the time of such breach.

8. **Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

9. **Ownership of Working Papers.** In connection with the performance of the Services, we will prepare records and deliverables as set forth above. We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

10. **Additional Fees and Expenses.** The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

11. **Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers." If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of this agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this agreement.

Without our prior written consent, Client may not assign this agreement except to a party that acquires substantially all of your assets and operations.

12. **Dispute Resolution. Any dispute or claim between you and BDO arising out of or relating to this agreement or a breach of this agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a**

federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and this agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this agreement.

The parties to this agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

13. **Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this agreement and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. **Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. **Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the

unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. **External Computing Options.** If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. **Electronic Transmissions.** This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this agreement and all other persons or entities required by law. An electronically transmitted signature to this agreement will be deemed an acceptable original for purposes of consummating this agreement and binding the party providing such electronic signature.

19. **Severability.** If any portion of this agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this agreement shall remain in full force and effect.

20. **Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. **Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such

information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

22. **Restricted Federal Data.** The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

23. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

24. **Licensing Representation.** To the extent necessary for BDO to perform its obligations described herein, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software

provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a "Licensing Representation"). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

26. **Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this agreement to Brian Alten, CPA, Principal.

If you have any questions, please contact Brian Alten, **BDO PRINCIPAL.** We look forward to working with you.

Very truly yours,

**BDO USA**

By: _____
Name: **Brian Alten, CPA**
Title: **Principal**

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this agreement on behalf of the Client set forth below for whom the authorized signatory is executing this agreement. The authorized signatory represents that this agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

South Gate Housing Authority

By: _____

Print Name:

Print Title:



(Please sign and return to us one copy; retain a copy for your files)
The Data Privacy Policy for BDO USA and its subsidiaries is located at https://www.bdo.com/legal-privacy/client-data-privacy-policy. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

**Amendment No. 1**
**Contract No. 2022-85-AC**

**AMENDMENT NO. 1 TO CONTRACT NO. 2022-85-AC FOR PROFESSIONAL SERVICES FOR GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE BETWEEN THE CITY OF SOUTH GATE AND BDO USA, LLP**

This Amendment No. 1 to Contract No. 2022-85-AC for Professional Services for General Accounting Services and Financial Assistance ("Amendment No. 1") is made and entered into on July 1, 2023, retroactively, by and between the City of South Gate, a municipal corporation ("City"), and BDO USA, LLP., a California Limited Liability Partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS,** on September 27, 2022, the City Manager approved Contract No. 2022-85-AC with Consultant ("Agreement") for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000); and

**WHEREAS,** City and Consultant desire to execute Amendment No. 1 to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed **Twenty-Five thousand dollars ($25,000),** under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to **Fifty Thousand Dollars ($50,000).**

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

1. **MODIFICATION TO AGREEMENT.**

   1.1 **TERM OF AGREEMENT.** The term of the Agreement, including Amendment No. 1, is extended for one (1) year beginning July 1, 2023, through June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

   1.2 **COMPENSATION.** The amount of compensation paid by City to Consultant for the additional scope of work identified in Exhibit "A" shall not exceed **Twenty-Five Thousand Dollars ($25,000).**

2. **EFFECTIVE DATE.** The effective date of this Amendment No.1 is retroactive to July 1, 2023 and will remain in effect for one (1) year through and including June 30, 2024, unless otherwise terminated in accordance with the terms of the Agreement.

3. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits thereto, shall remain unchanged and in full force and effect. All recitals to this Amendment No. 1 are

incorporated into the Agreement as modified by this Amendment No. 1. Furthermore, 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 thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: _____
Chris Jeffers, City Manager

Dated: _____

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul F. Salinas, City Attorney

**BDO USA, LLP.:**

By: _____
Brian Alten, CPA Partner

Dated: August 16, 2023

Tel: 215-564-1900
Fax: 215-564-3940
www.bdo.com

1801 Market Street, Suite 1700
Philadelphia, PA 19103

May 10, 2023

City of South Gate Housing Authority
Attn: Jose Montano
8650 California Avenue
South Gate, CA 90280

Dear Mr. Montano,

Our current contract with the City of South Gate will be expiring on June 30, 2023. This letter serves as a written request to extend our current Agreement for Professional Services for General Accounting Services and Financial Assistance between the City of South Gate and BDO USA, LLP for another year starting July 1, 2023, to June 30, 2024.

It is mutually agreed that BDO will provide the following general accounting services, financial expertise, and assistance:

- Analyze, prepare, and submit the monthly Voucher Management System (VMS) submission to HUD.
- Analyze and prepare monthly statements of revenue, expenses, and net position.
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare JVs to reconcile.
- Prepare monthly calculation and JV posting of earned administrative fees and HAP revenues.
- Analyze and prepare the monthly board report for the Board of Commissioners.
- Analyze and prepare calculations for the HAP program reserve balance.
- Prepare monthly schedule of units authorized and leased; Prepare the schedule of annual contributions contracts.
- Analyze and prepare the monthly leasing worksheet.
- Analyze and update the monthly port-in register and prepare JV.
- Analyze and prepare JV to record monthly fraud recovery revenue.
- Prepare year-end unaudited and audited Financial Data Schedule (FDS) and submit to REAC.
- Review HUD correspondence and reconcile HUD funding.

Any Service not specifically described herein is outside the scope of this agreement.

BDO's fee for Services will be the firm's hourly rates, as noted below, plus costs for out-of-pocket expenditures. The total annual fees shall not exceed $25,000; and client will only be billed for work effort required.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

**Hourly Rates**

| Service | Hourly Rate |
|---|---|
| Partner/Managing Director | $215 |
| Director | $195-$205 |
| Manager | $150-$190 |
| Senior Associate | $110-$145 |
| Accountant | $105 |

All other matters and terms previously agreed to and set forth in the Professional Services Agreement Contract No. 2022-85-AC shall remain in effect.

Very truly yours,

Brian Alten, CPA
Partner
BDO USA, LLP

# AGREEMENT FOR PROFESSIONAL SERVICES FOR GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE BETWEEN THE CITY OF SOUTH GATE AND BDO USA, LLP

This Agreement for Professional Services for General Accounting Services and Financial Assistance ("Agreement") is made and entered into on July 1, 2022, by and between the City of South Gate, a municipal corporation ("City"), and BDO USA, LLP, a Delaware limited liability partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS

**WHEREAS,** City desires to retain a qualified provider for certain services relating to General Accounting Services and Financial Assistance; and

**WHEREAS,** Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

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

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

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement (the "Services"). The Scope of Services may be mutually amended from time to time by both Parties in writing. Consultant's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. Consultant shall have no responsibility to address any legal matters or questions of law. After completion of the Services, Consultant will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless City separately engages Consultant in writing to do so.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Twenty-Five Thousand Dollars ($25,000)** as described in Consultant's Exhibit "A." City shall pay Consultant for its professional Services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Director of Community Development or his/her designee. In the event Consultant's performance of Services would result in fees in excess of the amount set forth above, Consultant shall notify the City and the Parties shall meet and discuss in good faith an adjustment to such amount, and until such adjustment is agreed to in writing by both Parties, Consultant shall not be required to perform Services pursuant to this Agreement.

**2.1** Consultant may be required to attend meetings at City Hall as necessary. Travel time between Consultant's office and City Hall shall not be billable; however, travel costs will be reimbursed at government per-diem rates when available.

**2.2** Consultant shall submit to City a monthly invoice for Services rendered and shall be paid in accordance with the schedule included in Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice. Invoices that are unpaid forty-five (45) days after City's receipt thereof are deemed delinquent and Consultant reserves the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, Consultant reserves the right to suspend provision of Services, terminate the licensing arrangements under which City receives a license to use, or suspend City's access to, External Computing Options (as defined below) provided through Consultant, withhold delivery of any Deliverables (as defined below), or withdraw from this engagement entirely. If any collection action is required, City agrees to reimburse Consultant for all of Consultant's costs of collection, including, without limitation, attorneys' fees.

**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 July 1, 2022 through June 30, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Director of Community Development ("Director"), or her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or 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 knowingly be employed by it. Consultant agrees that it will notify City of any other conflict of interest that may exist or develop during the term of this Agreement within ten (10) days of discovery thereof.

**5.1** Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

**5.2** Consultant reserves the right to resign from this engagement at any time if conflicts of interest arise or become known to Consultant. Additionally, Consultant's engagement by City will in no way preclude Consultant from being engaged by any other Party in the

future. Notwithstanding anything to the contrary contained herein, Consultant shall be permitted to disclose that it is engaged to provide the Services to City under this Agreement if Consultant in its reasonable professional judgment determines that such disclosure is required in connection with Consultant's provision of services on behalf of other clients of Consultant, including, without limitation, professional services engagements under which Consultant personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

**5.3** For Consultant to remain independent, professional standards require Consultant to maintain certain respective roles and relationships with City regarding the Services. Consultant understands and agrees that Consultant will not perform management functions or make management decisions on behalf of City. However, Consultant will provide advice and recommendations to assist management of City in performing its functions and fulfilling its responsibilities. In connection with Consultant's provision of Services, Consultant agrees that Consultant shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by Consultant; and (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services.

**5.4** Because professional and certain regulatory standards require Consultant to be independent, in both fact and appearance, with respect to City in the performance of Consultant's Services, any discussions that City has with personnel of Consultant regarding employment could pose a threat to Consultant's independence. Therefore, Consultant requests City inform Consultant prior to any such discussions so that Consultant can implement appropriate safeguards to maintain Consultant's independence. Such assistance or cooperation by City shall not be construed, and Consultant agrees that it will not claim that any such assistance or cooperation operates to relieve the Consultant from complete, proper and punctual performance of all the Consultant's obligations under this Agreement.

## 6. GENERAL TERMS AND CONDITIONS.

### 6.1 Termination for Convenience; Termination for Compliance.

**6.1.1** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished Deliverables shall, at the option of City and upon City's full and final payment of all fees and expenses due in exchange therefor, become its property, subject to the terms of this Agreement. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its outstanding fees for Services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**6.1.2** Either Party may terminate this Agreement upon notice to the other Party if it

reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises).

**6.2 Termination for Cause.**

**6.2.1** City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

a. If Consultant fails to perform the Services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the Services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.

**6.3 Non-Assignability.** Neither Party shall assign or transfer any interest in this Agreement without the express prior written consent of the other Party.

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation,

national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of the 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, 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 not limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any Services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non- discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (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 or authorized to do business in the State of California or which is approved in writing by City.

b. List as additional insured the City, its officers and employees (by blanket endorsement).

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby

understood and agreed that this policy shall not be canceled or materially changed except upon thirty (30) days (or ten (10) days in the event such cancellation or material change is the result of nonpayment of premium) 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; Limitation of Liability.**

**6.6.1** As the Services are intended for City and are not intended for third parties, City agrees to indemnify, defend and hold harmless Consultant and/or any of its partners, principals, and employees for/from and against any and all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party to the extent arising out of any use of, access to, or reliance on the Services or Deliverables by a third party in any manner that is not permitted by this Agreement through the affirmative act of the City. City further agrees to release, indemnify and hold harmless Consultant and/or any of its partners, principals, and employees for/from and against any and all Claims relating to the Services or this Agreement attributable to any misrepresentations made by City.

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

**6.6.3** Except to the extent finally determined to have resulted from Consultant's fraud or intentional misconduct, Consultant's aggregate liability to City for all direct or third-party Claims shall not exceed $250,000.00.

**6.6.4** In no event shall Consultant be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to the Agreement, regardless of whether Consultant has been advised of the possibility of such damages.

**6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable statutory laws, ordinances, and codes of the Federal, State, County and City governments that are directly applicable to each Party's performance under this Agreement, 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. All Services and Deliverables provided by Consultant to City under this Agreement shall be solely for the use and benefit of City pursuant to the client-service provider relationship between City and Consultant. This engagement does not create privity between Consultant and any person or party other than City and Consultant, and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or Deliverables provided by Consultant to City under this Agreement.

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

**6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

**6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

**6.9 Consultant's Personnel.**

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

**6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing Services required by this Agreement, and compliance with all reasonable performance standards established by City to the extent that such standards are provided to the Consultant in writing prior to it or its personnel becoming bound to such standards.

**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.

**6.10 Copyright; Ownership.**

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

**6.10.2** In connection with the performance of the Services, Consultant will prepare documents that support Consultant's work and include items such as work programs and analyses that do not constitute part of City's records ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of Consultant, constitute confidential, proprietary, and trade secret information of Consultant, and will be retained by Consultant in accordance with Consultant's policies and procedures and all applicable laws.

**6.10.3** All right, title and interest in and to any work product prepared in connection with Consultant's provision of the Services to City and identified as a "deliverable" in Exhibit "A" (the "Deliverables") shall, upon City's full and final payment therefor, be assigned to City and shall become the property of City, subject to the terms of this Agreement. Notwithstanding anything to the contrary contained herein, the Deliverables shall not include the Working Papers.

**6.10.4** The Parties agree that the Consultant has created, acquired, owns or otherwise has rights in, and may, in connection with the provision of the Services or Deliverables, use, provide, modify, create, acquire or otherwise obtain rights in, methods, methodologies, procedures, processes, know-how, techniques, models, templates, and tools that are not explicitly described as Deliverables, including any materials developed before the effective date of this Agreement, provided by the Consultant or its suppliers or licensors, which shall be the sole and exclusive property of the Consultant or such suppliers or licensors, as appropriate, and all rights related thereto, including, without limitation,

copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by the Consultant or its applicable owner. Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of the materials described above by City is strictly prohibited.

**6.10.5** Consultant shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of City's confidential information.

**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. The Parties hereby consent first to the exclusive jurisdiction of the United States District Court for the Central District of California when any dispute, controversy, or claim arising out of, relating to, or resulting from the Services, the Deliverables and/or the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute") satisfies the jurisdictional requirements necessary for that court to exercise jurisdiction. When the Dispute does not satisfy the jurisdictional requirements for the Dispute to be filed in the United States District Court for the Central District of California, each Party hereby consents to the exclusive jurisdiction of the courts of the State of California, sitting in Los Angeles County. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**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; Electronic Transmission.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding

upon all Parties hereto. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the Parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the Party providing such electronic signature.

**6.13 Final Payment Acceptance.** No later than sixty (60) days following the completion of the Services, Consultant shall submit its final invoice for fees and expenses for the Services performed hereunder to the City in accordance with Section 2.2. Consultant's acceptance of City's payment of such final invoice (i.e., by negotiation of City's check) or the failure by Consultant to make a written extra compensation claim within ten (10) calendar days of the receipt of City's check constituting City's payment of such final invoice shall constitute Consultant's waiver of additional fees or expenses, after which Consultant may not request further payment of fees or expenses from City. None of the foregoing shall be construed as Consultant's release or waiver of, and Consultant hereby reserves, any and all claims it may have against City other than for the payment of fees and expenses, including, without limitation, claims relating to City's breach of this Agreement.

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

**6.15 Files.** Except for the Working Papers, 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.

**6.20 Entire Agreement and Amendments.** This Agreement, including Exhibit "A" hereto, which is incorporated herein by this reference, constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

**6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**
City of South Gate
Meredith Elguira, Director of Community Dev.
8650 California Avenue
South Gate, CA 90280
Email: melguira@sogate.org
TEL: 323-563-9566

**WITH COURTESY COPY TO:**
City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323)563-9510

**TO CONSULTANT:**
BDO USA, LLP
Grace Fuentes, BSO Sr Ops Coordinator
1801 Market Street, Suite 1700
Philadelphia, PA 19103
E-mail: jcasterline@bdo.com

**WITH COURTESY COPY TO:**
BDO USA, LLP
Attn: Office of the General Counsel
330 North Wabash, Suite 3200
Chicago, IL 60611

**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.

**6.24Interpretation 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.

**6.25Non-CPA Owner Notice Requirement.** Consultant is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Therefore, depending on the nature of the Services being provided, non-CPA owners may be involved in providing certain Services hereunder.

**6.26Confidentiality.** Each of the Parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each Party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the Party's business and is obtained by one Party (the "Receiving Party") from the other Party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order, including, without limitation, the California Public Records Act (Government Code 6250-6270); or (e) independently developed by the Receiving Party. If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a Party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

**6.27Subpoenas.** If City requests Consultant to object to or respond to, or Consultant receives and responds to, a validly issued third party subpoena, court order, government regulatory

inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information BDO obtained and/or prepared during the course of this or any prior engagements with City, City agrees to compensate BDO for all time Consultant expends in connection with such response, at BDO's standard rates, and to reimburse Consultant for all related out-of-pocket costs (including outside attorneys' fees) that BDO incurs.

**6.28 City Materials.** Consultant shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of City, its personnel, representatives, and agents (the "City Materials") are complete and accurate. City is responsible for ensuring that all City Materials provided to Consultant may be transferred to Consultant and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder City has obtained all consents required for Consultant's receipt and use of the City Materials. City agrees that it will not transmit or make accessible to Consultant in any manner personally identifiable information unless reasonably required for Consultant's performance of the Services. Consultant will not audit or otherwise verify the accuracy or completeness of the data submitted by City, although Consultant may need to ask City for clarification of some of the information. City shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the Parties, Consultant shall not assume any responsibility for any financial reporting with respect to the Services.

**7. EFFECTIVE DATE.** The effective date of this Agreement is July 1, 2022.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: _____
Chris Jeffers, City Manager

Dated: 9/27/22

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By: _____
Raul Salinas, City Attorney

[Remainder of page left blank intentionally.]

**BDO USA, LLP:**

By: _____
Brian Alten, Partner

Dated: September 23, 2022

[Remainder of page left blank intentionally.]

Office of the
South Gate City Clerk

JUL 23 2026

FILED

9:34am

**Item No. 6**

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **Public Works**

***Department Director:*** Arturo Cervantes
*Arturo Cervantes*

***City Manager:*** Arturo Cervantes
for *Rob Houston*

**SUBJECT: AGREEMENT WITH GENERAL PUMP COMPANY, INC., FOR ON-CALL MAINTENANCE SERVICES FOR THE MUNICIPAL WATER SYSTEM**

**PURPOSE:** To award an on-call maintenance services agreement to General Pump Company, Inc. to provide specialized emergency well maintenance and repair services for the City's municipal water system on an as-needed basis using competitively bid unit prices.

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

a. Approving an Agreement with General Pump Company, Inc., to perform well maintenance services on an as-needed basis ("Agreement"), 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.

**FISCAL IMPACT:** There is no impact to the General Fund. The Agreement has a total not-to-exceed amount of $300,000 over the initial three-year term. The Agreement will be funded by the Water Fund, with $100,000 budgeted annually in the Public Works Operating Budget, subject to annual budget appropriations.

**ANALYSIS:** The City owns and operates a municipal water system that includes eight active groundwater wells used to supply drinking water to the community. These wells contain complex mechanical and electrical equipment, including motors, pumps, electrical control panels, and associated piping, all of which require periodic maintenance and occasional emergency repairs. When critical components fail, repairs must often be completed on an expedited basis to maintain reliable water production and avoid potential interruptions in water service.

While City staff perform routine maintenance whenever practical, certain repairs require specialized equipment, technical expertise, and certified maintenance contractors. For these situations, the Public Works Department maintains the ability to quickly secure the services of a qualified specialty contractor to perform emergency repairs and specialized maintenance.

Staff is recommending awarding an on-call maintenance services agreement to General Pump Company, Inc. to provide these specialized services on an as-needed basis. The Agreement establishes competitively bid unit prices and enables the City to respond quickly to emergency well failures without the delays associated with procuring a separate contract for each repair. This approach helps

maintain the reliability of the City's water system, minimizes downtime, and ensures the continued delivery of safe and dependable drinking water to the community.

**BACKGROUND:** The City owns and operates a municipal water system that provides drinking water service to more than 14,250 water service accounts, serving approximately 90 percent of the City's residents and businesses. The municipal water system consists of more than 135 miles of water mains, eight active groundwater wells, four reservoir sites, and multiple booster pump stations that work together to provide a safe, reliable, and uninterrupted water supply throughout the community.

The City's groundwater wells extract water from underground aquifers and serve as the primary source of the City's drinking water. Each is well equipped with specialized mechanical and electrical equipment, including pumps, motors, electrical control panels, well casings, and associated piping. Like all mechanical infrastructure, these components are subject to normal wear, deterioration, and unexpected failures that require routine maintenance and, at times, emergency repairs to help maintain continuous water production. While City staff perform routine maintenance whenever practical, certain repairs require specialized equipment, technical expertise, and certified maintenance contractors. These services include pump removal and installation, motor replacement, electrical control repairs, well casing inspections, well cleaning and rehabilitation, flow testing, and other specialized maintenance activities that cannot be efficiently or safely performed by City personnel.

To ensure these specialized services are readily available when needed, the City publicly advertised a Notice Inviting Bids on June 4, 2026, through PlanetBids and in a newspaper of general circulation. On July 1, 2026, the City received two responsive bids from General Pump Company, Inc. and Bakersfield Well & Pump Company, which were publicly opened by the City Clerk.

Staff conducted a comprehensive evaluation by comparing the submitted unit prices for all anticipated work items. General Pump submitted the lowest overall pricing, with an evaluated total of approximately $37,367, compared to $108,301 submitted by Bakersfield Well & Pump Company, representing an overall cost savings of approximately 65.5 percent. The greatest savings were associated with the work items most frequently utilized during emergency well maintenance and rehabilitation projects, including mobilization, pump removal and installation, discharge compliance, and well redevelopment services. Based on the bid evaluation, staff determined that General Pump Company, Inc. submitted the lowest responsive and responsible bid and provides the best overall value to the City.

General Pump Company, Inc. has successfully provided well maintenance services to the City of South Gate since 2009, consistently delivering quality workmanship, timely emergency response, and dependable service. Based on this proven performance, the firm has established a strong track record of supporting the City's municipal water system. Headquartered in San Dimas, California, General Pump Company, Inc. has specialized in municipal well maintenance services since 1952 and employs more than 50 personnel. In addition to South Gate, the company currently provides similar services to numerous public agencies throughout Southern California, including the Cities of Ontario, Santa Monica, Lynwood, Compton, Chino, and Redlands.

Based on the firm's qualifications, competitive pricing, and demonstrated performance, staff recommends awarding the Agreement to General Pump Company, Inc.

**ATTACHMENTS:**

A. Proposed Agreement (with Exhibit "A" Fee Schedule)
B. Bid Summary

# AGREEMENT FOR ON-CALL MUNICIPAL WELL MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND GENERAL PUMP COMPANY, INC.

This Agreement for On-Call Municipal Well Maintenance Services ("Agreement") is made and entered into on July 28, 2026, by and between the City of South Gate, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

## RECITALS

**WHEREAS,** from time to time the City's water system requires emergency repairs and maintenance to its groundwater production facilities that require the services of a specialty well and pump contractor on an expedited, as-needed basis;

**WHEREAS,** the City determined that Contractor possesses the qualifications, personnel, equipment and expertise necessary to provide such services;

**WHEREAS,** City desires to retain Contractor to perform On-Call Municipal Well Maintenance Services ("Maintenance Services") under the terms of this Agreement;

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

## AGREEMENT

1. **Scope of Work.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified on Exhibit "A" hereto on an as-needed basis. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated July 1, 2026 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor**. The maximum amount of compensation to be paid to Contractor hereunder shall not exceed **One Hundred Thousand Dollars ($100,000) during any fiscal year**, for a total amount not to exceed **Three Hundred Thousand Dollars ($300,000)** during the initial three-year term, which shall be full compensation for the Work, subject to annual budgetary appropriation by the City. 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 for Work performed by Contractor during the previous calendar month. That request shall be accompanied by evidence

satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous calendar 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 July 28, 2026, and shall terminate on July 27, 2029, unless terminated sooner pursuant to the provisions of Sections 16, 17, or 18 below. At the conclusion of this three-year period, the City may extend this agreement for up to two additional one-year terms, subject to mutual agreement and with City Council approval. This Agreement shall not be automatically renewed or extended. Performance by Contractor of any Work following said termination date shall be prohibited. 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 1 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 well sites, pump stations, reservoirs, and related City Facilities.

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 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 City Facilities 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 1 above.

17. **Notice of Default and Termination for Cause**. If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("**Default Notice**"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

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

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

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

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

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

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

19. **Indemnification and Defense**. Contractor and its sureties (if any) shall indemnify, 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 address 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, P.E.
Assistant City Manager/
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.
FBT Gibbons
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Email: CHardwick@fbtgibbons.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:**

General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773
Attn: Tim Oman, President
Telephone No.: (909) 599-9606
Email: toman@genpump.com

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

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

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

20.5 **Force Majeure**. 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 constitute 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:_____
Joshua Barron, Mayor

Dated: _____

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

DRAFT YG

By: _____
Raúl F. Salinas, City Attorney

**"CONTRACTOR"**
GENERAL PUMP COMPANY, INC.

By:_____
Tim Oman, President

| No. | Description | Unit | Bakersfiled Unit Price | General Pump Unit Price | | |
|---|---|---|---|---|---|---|
| 1 | Mobilization and Set Up and Demobilization | Each | $ 2,500.00 | $ 750.00 | $ | 1,750.00 |
| 2 | Video Camera Survey | Each | $ 2,500.00 | $ 1,300.00 | $ | 1,200.00 |
| 3 | Wire Brush and Bail Well | Per HR | $ 500.00 | $ 525.00 | $ | (25.00) |
| 4 | Well Development by Surge Block and Air Lift; conduct surge block and air-lift well development, and dispose of pumped water. | Per HR | $ 650.00 | $ 780.00 | $ | (130.00) |
| 5 | Discharge Compliance with Appx. 600 feet of Temp Piping and Baker Tank | Each | $ 30,000.00 | $ 8,275.00 | $ | 21,725.00 |
| 6 | Well Development by Surge Block and Air Lift | Per HR | $ 650.00 | $ 780.00 | $ | (130.00) |
| 7 | Install Pump (200 HP) for Well Development and Testing | Lump Sum | $ 35,000.00 | $ 11,000.00 | $ | 24,000.00 |
| 8 | Well Redevelopment Pumping | Per HR | $ 400.00 | $ 200.00 | $ | 200.00 |
| 9 | Step-Drawdown Test | Per HR | $ 400.00 | $ 200.00 | $ | 200.00 |
| 10 | Constant Rate Discharge Test | Per HR | $ 400.00 | $ 200.00 | $ | 200.00 |
| 11 | Spinner Flowmeter Logging | Lump Sum | $ 9,500.00 | $ 5,100.00 | $ | 4,400.00 |
| 12 | Pump Removal and Inspection (up to 250 of column depth) | Lump Sum | $ 7,500.00 | $ 1,200.00 | $ | 6,300.00 |
| 13 | Well Disinfection (Well Depth 1,000 feet, 18" Dia.) | Lump Sum | $ 5,200.00 | $ 1,444.00 | $ | 3,756.00 |
| 14 | Site Security, Safety and Noise Compliance | Lump Sum | $ 3,500.00 | $ 215.00 | $ | 3,285.00 |
| 15 | Reconnect all the Electric Wiring | Per HR | $ 350.00 | $ 220.00 | $ | 130.00 |
| 16 | Pulling and Installation by Two Workers, Rig, and Service Truck | Per HR | $ 450.00 | $ 525.00 | $ | (75.00) |
| 17 | Each Additional Rig Helper | Per HR | $ 100.00 | $ 115.00 | $ | (15.00) |
| 18 | Well Cleanout Work; Cable Tool Method; Two Workers, Rig and Service Truck | Per HR | $ 450.00 | $ 300.00 | $ | 150.00 |
| 19 | Well Cleanout Work; Airlift Method, Two Workers, Rig, and a Service Truck | Per HR | $ 650.00 | $ 300.00 | $ | 350.00 |
| 20 | Air Compressor Charge 600 CFM or Larger | Per HR | $ 100.00 | $ 100.00 | $ | - |
| | Labor Rates | | | | $ | - |

| | | | | | |
|---|---|---|---|---|---|
| 21 | Crane 40 to 50 Ton with One Operator | Per HR | $ 1,000.00 | $ 350.00 | $ 650.00 |
| 22 | Rotary Crane 12 to 39 Ton with One Operator | Per HR | $ 1,000.00 | $ 325.00 | $ 675.00 |
| 23 | Hydraulic Crane 5 to 12 Ton with One Operator | Per HR | $ 450.00 | $ 150.00 | $ 300.00 |
| 24 | Field Service, Service Man and Delivery Truck | Per HR | $ 150.00 | $ 125.00 | $ 25.00 |
| 25 | Field Service, Service Man and Service Truck | Per HR | $ 150.00 | $ 210.00 | $ (60.00) |
| 26 | Field Service, One Worker and Welding Truck | Per HR | $ 150.00 | $ 210.00 | $ (60.00) |
| 27 | Field Service: Electrician | Per HR | $ 150.00 | $ 220.00 | $ (70.00) |
| 28 | Shop Labor: General Shop Work | Per HR | $ 100.00 | $ 90.00 | $ 10.00 |
| 29 | Shop Labor: Premium Shop Work | Per HR | $ 100.00 | $ 120.00 | $ (20.00) |
| 30 | Shop Labor: Machine Shop Work | Per HR | $ 100.00 | $ 120.00 | $ (20.00) |
| 31 | Shop Labor: Metal Spray Labor | Per HR | $ 100.00 | $ 90.00 | $ 10.00 |
| 32 | Shop labor: Welding Shop Work | Per HR | $ 100.00 | $ 90.00 | $ 10.00 |
| 33 | Engineering | Per HR | $ 300.00 | $ 75.00 | $ 225.00 |
| 34 | Hydrogeologist | Per HR | $ 400.00 | $ 75.00 | $ 325.00 |
| 35 | Video Logging, dual camera-VHS and DVD | Per HR | $ 2,500.00 | $ 1,300.00 | $ 1,200.00 |
| 36 | Travel Time: to and from job site per man | Per HR | $ 100.00 | $ 115.00 | $ (15.00) |
| 37 | Operator Overtime: Weekdays | Per HR | $ 550.00 | $ 80.00 | $ 470.00 |
| 38 | Operator Standby Time | Per HR | $ 100.00 | $ 90.00 | $ 10.00 |
| 39 | Cost of furnishing both Performance and Labor Bonds (As a percentage of Contract Amount) | Percentage | 1 | 2.5 | |
| | Attach your firm's standard rate schedule for labor, materials, and equipment. (See Note 2 below) | | | | |

GENERAL PUMP COMPANY

## ON-CALL WELL MAINTENANCE SERVICES

# BID PROPOSAL

July 1, 2026



**PREPARED For:**

**City of South Gate**

Attn: Engineering Division
8650 California Avenue
South Gate, CA 90280

**PREPARED By:**

**Michael Garcia**
VP of Project Management
General Pump Company
mgarcia@genpump.com

GENERAL PUMP COMPANY

# STATEMENT OF QUALIFICATIONS

## CAPABILITIES

General Pump Company, Inc. is a professional well redevelopment and pump equipment contractor located in San Dimas and Camarillo, California. The engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. have worked in almost every aspect of the well and pump industries. This diverse experience provides us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufacturers.

General Pump Company, Inc. employs only experienced engineers, hydrogeologist and technical field personnel that can offer customers assistance in the following areas:

- Assess well yields to minimize operating and maintenance costs
- Determine the efficiency of production and ASR wells and pumps
- Engineered pump and well equipment
- Pump facility design and construction/booster facility design and construction
- Pipeline design and construction associated with pumping systems
- Appropriate mechanical and chemical redevelopment
- Periodic monitor and maintenance programs
- Water quality and production solutions/well system optimization
- Engineered pump suctions
- Pump and motor repair / custom pump design and machining
- Electrical, SCADA and transducer support related to pump operations
- Casing repair and swedging
- Video and geophysical logging support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the water industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.

- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **only telescoping well rigs with spudders** in the industry which are required for effective redevelopment of wells in pump houses.

## SAFETY

Safety is paramount when personnel and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work- related injuries.

## ANNUAL CONTRACTS

Award of an annual contract is a great honor and to have an annual contract renewed year after year is the greatest compliment to a service company. It proves that the contractor has met or exceeded the customer's set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more annual contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

## MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump service company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding, and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 70+ years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining**: Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

  We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage horizontal pumps and 30-inch diameter for vertical turbine pumps.

- **Assembly**: In general, the pumps we supply are designed and manufactured by General Pump Company at one of our engineering service centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.

- **Field Services**: This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".

## EQUIPMENT AND FIELD SERVICES

General Pump Company, Inc. maintains a full-service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your water utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customers' needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow us to perform the most cost-effective cleaning to your wells.

GENERAL PUMP COMPANY

## PROFESSIONAL REFERENCES

Because of **General Pump Company's** long history in Southern California (over 70 years), we have selected seven (7) cities as references. As we described above in our proposal, **General Pump Company, Inc.** has been selected by 45 cities in Southern California to maintain their well and pumping systems. Upon your request, we can submit additional agencies or additional information on other annual contracts.

| Agency | Contact Name | Contact Number | Duration Held |
|---|---|---|---|
| City of Arcadia | Tiffany Lee | 626.254.2721 | 2003 – Present |
| City of Pasadena | Michele Carina | 626.744.7012 | 1982 – Present |
| City of Orange | Sonny Tran | 714.288.2497 | 1997 – Present |
| City of Santa Monica | Eric Jensen | 424.508.2876 | 1979 – Present |
| City of Westminster | Roberto Anaya | 714.822.5461 | 1995 – Present |
| City of Glendora | Ron Nichka | 626.852.4866 | 2002 – Present |
| City of Huntington Beach | Chris Ramirez | 714.720.7224 | 2000 - Present |

## ATTACHMENT 1

### COST FORM/RATE TABLE
### ON-CALL MUNICIPAL WELL MAINTENANCE

| No. | Description | Unit | Unit Price |
|---|---|---|---|
| 1 | Mobilization and Set Up and Demobilization | Each | $750.00 |
| 2 | Video Camera Survey | Each | $1,300.00 |
| 3 | Wire Brush and Bail Well | Per HR | $ 525.00 |
| 4 | Well Development by Surge Block and Air Lift; conduct surge block and air-lift well development, and dispose of pumped water. | Per HR | $ 780.00 |
| 5 | Discharge Compliance with Appx. 600 feet of Temp Piping and Baker Tank | Each | $ 8,275.00 |
| 6 | Well Development by Surge Block and Air Lift | Per HR | $$ 780.00 |
| 7 | Install Pump (200 HP) for Well Development and Testing | Lump Sum | $$11,000.00 |
| 8 | Well Redevelopment Pumping | Per HR | $$200.00 |
| 9 | Step-Drawdown Test | Per HR | $200.00 |
| 10 | Constant Rate Discharge Test | Per HR | $200.00 |
| 11 | Spinner Flowmeter Logging | Lump Sum | $5,100.00 |
| 12 | Pump Removal and Inspection (up to 250 of column depth) | Lump Sum | $1,200.00 |
| 13 | Well Disinfection (Well Depth 1,000 feet, 18" Dia.) | Lump Sum | $$ 1,440.00 |
| 14 | Site Security, Safety and Noise Compliance | Lump Sum | $215.00 |
| 15 | Reconnect all the Electric Wiring | Per HR | $220.00 |
| 16 | Pulling and Installation by Two Workers, Rig, and Service Truck | Per HR | $525.00 |

## ATTACHMENT 1

### COST FORM/RATE TABLE
### ON-CALL MUNICIPAL WELL MAINTENANCE

| No. | Description | Unit | Unit Price |
|---|---|---|---|
| 17 | Each Additional Rig Helper | Per HR | $115.00 |
| 18 | Well Cleanout Work; Cable Tool Method; Two Workers, Rig and Service Truck | Per HR | $300.00 |
| 19 | Well Cleanout Work; Airlift Method, Two Workers, Rig, and a Service Truck | Per HR | $300.00 |
| 20 | Air Compressor Charge 600 CFM or Larger | Per HR | $100.00 |
| | Labor Rates | | |
| 21 | Crane 40 to 50 Ton with One Operator | Per HR | $350.00 |
| 22 | Rotary Crane 12 to 39 Ton with One Operator | Per HR | $325.00 |
| 23 | Hydraulic Crane 5 to 12 Ton with One Operator | Per HR | $150.00 |
| 24 | Field Service, Service Man and Delivery Truck | Per HR | $125.00 |
| 25 | Field Service, Service Man and Service Truck | Per HR | $210.00 |
| 26 | Field Service, One Worker and Welding Truck | Per HR | $210.00 |
| 27 | Field Service: Electrician | Per HR | $220.00 |
| 28 | Shop Labor: General Shop Work | Per HR | $90.00 |
| 29 | Shop Labor: Premium Shop Work | Per HR | $120.00 |
| 30 | Shop Labor: Machine Shop Work | Per HR | $120.00 |
| 31 | Shop Labor: Metal Spray Labor | Per HR | $90.00 |
| 32 | Shop labor: Welding Shop Work | Per HR | $90.00 |
| 33 | Engineering | Per HR | $75.00 |

## ATTACHMENT 1

### COST FORM/RATE TABLE
### ON-CALL MUNICIPAL WELL MAINTENANCE

| No. | Description | Unit | Unit Price |
|---|---|---|---|
| 34 | Hydrogeologist | Per HR | $75.00 |
| 35 | Video Logging, dual camera-VHS and DVD | Per HR | $ 1,300.00 |
| 36 | Travel Time: to and from job site per man | Per HR | $ 115.00 |
| 37 | Operator Overtime: Weekdays | Per HR | $80.00 |
| 38 | Operator Standby Time | Per HR | $90.00 |
| 39 | Cost of furnishing both Performance and Labor Bonds (As a percentage of Contract Amount) | Percentage | 2.5 % |
| | Attach your firm's standard rate schedule for labor, materials, and equipment. (See Note 2 below) | | |

GENERAL PUMP COMPANY

159 N. ACACIA STREET · SAN DIMAS, CA 91773
PHONE: (909) 599-9606 · FAX: (909) 599-6238

CAMARILLO, CA 93010 · PHONE: (805) 482-1215
www.genpump.com

**WELL & PUMP SERVICE SINCE 1952** Lic. #496765

*Serving Southern California and Central Coast*

**Prevailing Wage Rates**
**(Effective February 2026**
**thru January 2027 )**

***Field***

| | |
|---|---|
| 4-Man Crew, 40-Ton Crane, Crane Support Rig and Flatbed Truck | $ 1,150.00 / Hr |
| 3-Man Crew, Pump Rig, and Flatbed Truck | $ 805.00 / Hr |
| 2-Man Crew, Pump Rig, and Flatbed Truck | $ 615.00 / Hr |
| 2-Man Crew, 40-Ton Crane, and Crane Support Rig | $ 770.00 / Hr |
| 2-Man Crew and Stinger Crane (Up to 17-Ton) | $ 545.00 / Hr |
| 1-Man and Stinger Crane (Up to 17-ton) | $ 375.00 / Hr |
| 1-Man and Flatbed Truck | $ 230.00 / Hr |
| 1-Man and Service Truck (Pump Mechanic or General Services) | $ 240.00 / Hr |
| Pipeline Fabricator | $ 250.00 / Hr |
| Electrician / Controls and Instrumentation Specialist | $ 250.00 / Hr |
| Additional Helper | $ 160.00 / Hr |
| Overtime or Saturdays | Add $ 80.00 / Man / Hour |
| Sundays or Holidays | Add $ 160.00 / Man / Hour |
| Video Log – Color with Downhole and Side-Scan | $ 1,600.00 / EA |
| Adder: Dynamic Video with Mini Camera | $ 750.00 / EA |

***Shop***

| | |
|---|---|
| Shop Labor – Pump Mechanic, Machinist, or Welder | $ 125.00 / Hr |

***Special Equipment & Services***

| | |
|---|---|
| Airburst Technology and Operator (First Day – Does not include rig and crew) | $ 13,200.00 |
| Each Additional Day | $ 9,800.00 |
| Chlor-Jet and Operator (First Day – Includes chemistry, tanks, and hoses) | $ 32,500.00 |
| Each Additional Day | $ 6,500.00 |
| Test Pump VFD rental and quick-connect cables (Up to 200HP) | $ 1,500.00 / Week |
| Test Pump VFD rental and quick-connect cables (Up to 500HP) | $ 1,800.00 / Week |
| Chemical Distribution Trailer with Safety Equipment | $ 2,500.00 / Week |
| 375 CFM Compressor (Includes transport and fuel) | $ 2,800.00 / Week |
| Temporary Hose, Trash Pump, and 4" Tremie Pipe | $ 1,500.00 / Job |
| Mobile Sanitation Equipment | $ 600.00 / Job |
| Overnight Security | $ 750.00 / Night |
| Engineering and Hydrogeology Support | Per Job Basis |

**ALL FIELD RATES ARE PORTAL TO PORTAL**

For additional information on *General Pump Company, Inc.*
Or to speak with one of our qualified Engineers,
please contact us at: engineering@genpump.com

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## ATTACHMENT 2 – LIST OF SUBCONTRACTORS

NAME OF BIDDER General Pump Company, 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 Pacific Surveys, LLC — Spinner surveys
   Address 4456 Via Saint Ambrose, Claremont, CA
   License No. N/A, service provider — Email Address mridder@pacificsurveys.com
   Classification Service provider

**Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No:** 1000014306

2. 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_____ _____

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 Water well maintenance and repair services

   Description Provide on-call and emergency water well and pump services

| Tom Porter | Water Supply Supervisor | (760) 403-7071 |
|---|---|---|
| Person to Contact | Job Title | Phone No. |
| Victorville | $889,000.00 | 2025 |
| City | Contract Amount | Date Completed |

2. Project Name Well pump maintenance and repair at various locations

   Description Provide on-call and emergency maintenance, inspection and repair services.

| Roberto Anaya | Water Supervisor | (714) 548-3694 |
|---|---|---|
| Person to Contact | Job Title | Phone No. |
| Westminster | $1,144,805.00 | 2026 |
| City | Contract Amount | Date Completed |

3. Project Name On-Call Well and Pump Maintenance

   Description Provide on-call and emergency water well and pump services

| Michele Carina | Principal Engineer | (626) 744-7012 |
|---|---|---|
| Person to Contact | Job Title | Phone No. |
| Pasadena | $2,462,500.00 | 2025 |
| 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 VP of Project Management

Dated this 30 day of June, 2026

## 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: General Pump Company, Inc.
*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): 159 N. Acacia St., San Dimas, CA 91773

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? ____ From 1952 to 2026

(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 |
|---|---|---|
| On-Call Well and Pump Maintenance | 2025 | Water and Power Department, City of Pasadena<br>Michele Carina - (626) 744-7012 |
| Water Well Maintenance and Repair Services | 2025 | City of Victorville<br>Tom Porter - (760) 403-7071 |
| Well Pump Maintenance and Repair at Various Locations | 2026 | City of Westminster<br>Roberto Anaya - (714) 548-3694 |

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.

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.

## 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

GENERAL PUMP COMPANY

# TEAM MEMBERS

## PETER H. BROOKS — CHIEF EXECUTIVE OFFICER

### ACADEMIC BACKGROUND

- Harvard University - Bachelor of Arts; Dual Master of Business Administration Background and Master Public Policy.

### PROFESSIONAL EXPERIENCE

Peter Brooks is a water industry executive with over 16 years of management experience across the industry, where he has worked on disaster response and treatment plant operations as the leader of waterTALENT; advanced water treatment and wastewater reuse at Xylem, Inc.; and in-conduit hydropower at NLine Energy. He is a former US Marine infantry officer, two-time Iraq War veteran, Fulbright Scholar, and an award-winning water policy instructor at Harvard where he also received an AB (High Honors) and MBA-MPP. Peter is a frequent speaker at water industry events and his writing and work have appeared in the Los Angeles Times, National Public Radio, and several water and wastewater industry publications including AWWA, OpFlow, WEFTEC Water & Environment Technology, and Water Online. He has given water industry presentations at Imagine H2O, Water Environment Federation WEFTEC, Association of Boards of Certification, American Water Works ACE, California Municipal Utilities Association, AWWA CA-NV, the Water Technology Summit, among others.

## MICHAEL G. BODART — DIRECTOR OF ENGINEERING

### ACADEMIC BACKGROUND

- University of Missouri - Bachelor of Science in Civil Engineering
- University of Southern California - Post Graduate C.E. Courses in Geohydrology

### CERTIFICATIONS

- 1999 - Byron Jackson Training Certificate
- 1998 - Grade 1 & 2 Distribution and Treatment Certificates
- 1998 - Engineering "A" License

### PROFESSIONAL EXPERIENCE

- 2024 – Present, General Pump Company, Inc., Director of Engineering
- 1993 – 2024, General Pump Company, Inc., President / Director of Engineering
- Layne Western, Regional Engineering and Sales Manager (4 offices)
- Federal Highway Administration, Civil Engineer

Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association for over 34 years. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

GENERAL PUMP COMPANY

# TEAM MEMBERS

## TIMOTHY S. OMAN — PRESIDENT

### ACADEMIC BACKGROUND

- California Polytechnic State University, San Luis Obispo - Bachelor of Science in Industrial Technology

### PROFESSIONAL EXPERIENCE

- 2024 – Present, General Pump Company, Inc., President
- 2020 – 2024, Layne, Division Business Development Manager
- 2018 – 2020, Layne, Regional General Manager, Southwest
- 2017 – 2018, Layne, Director, Business Development
- 2014 – 2017, Layne, District Manager, Central and Northern CA
- 2008 – 2014, Layne, Account Manager, Central and Northern CA

Timothy S. Oman is an accomplished water industry executive with over 16 years of management experience. Starting his career at Layne as an Account Manager in the Water Resources Division, Tim led business development efforts across central and northern California before advancing to District Manager, where he oversaw four offices in the region. He later served in key roles as National Director of Business Development and Southwest Region General Manager. In July, 2025, Tim joined General Pump Company, Inc. as its President.

- Drought Relief Project, Bureau of Reclamation, Central Valley, Ca – Design build project of 44 water wells including drilling and equipping. Wells ranged in depth from 220 to 1020 feet. Contract amount: $15,959,262
- Well Field Expansion, Sandridge Partners, Strafford, CA – Expansion of existing well field. Design build project with scope of work including drilling and equipping of 10 wells ranging in depth from 640 to 1400 feet. Contract amount: $10,261,473

## KEITH COLLIER — GENERAL MANAGER – SAN BERNARDINO

### PROFESSIONAL EXPERIENCE

Keith Collier served as the Owner of Legend Pump and Well Service, Inc. from 2010 to 2025, overseeing operations, business development, and technical field execution across a wide range of water-well and pump projects. His years of hands-on field work, combined with executive oversight, have given him a comprehensive understanding of the operational and business demands of the groundwater industry.

He currently serves as the General Manager of the San Bernardino branch of General Pump Company, Inc., where he is responsible for branch operations, personnel management, customer relations, and project performance. With more than 30 years of industry experience, Keith provides strategic direction and technical expertise to support complex pumping, drilling, and rehabilitation projects, emphasizing safety, quality workmanship, and customer service.

GENERAL PUMP COMPANY

# TEAM MEMBERS

## ERNYE VALENCIANO — BRANCH MANAGER – CAMARILLO

### ACADEMIC BACKGROUND

California Polytechnic State University, San Luis Obispo - Bachelor of Science in Agricultural Science

### CERTIFICATIONS

- California State Water Resource Control Board : Water Distribution Operator Grade 2
- CA-NV AWWA Water Use Efficiency Practitioner II
- IAPMO Commercial Water Use Auditor Certified
- Goulds/Xylem Deep Well Turbine School

### PROFESSIONAL EXPERIENCE

Ernye Valenciano is a water industry professional with expertise in water well systems, hydraulic operations, and California water policy. With a hands-on, insight-driven approach, he addresses complex water system challenges with technical precision and strategic understanding. His experience at South West Pump & Drilling, Inc. includes water well design, development, and designing pump systems tailored to field conditions and technical specifications. Ernye's background allows him to understand the relationship between a well's hydrogeological characteristics, pump performance, and the legislative environment surrounding water use in California. With over a decade of industry experience, he supports water districts, farmers, and other stakeholders by providing effective, timely solutions that optimize project performance. At Desert Water Agency, he led water conservation efforts, implemented state-mandated initiatives-including one of California's first local ordinances in response to AB-1572 and managed water supply/demand SAFER reporting while building expertise in SGMA and groundwater management. His combined private and public sector experience enables him to deliver practical, regulatory-compliant, and community-focused water solutions.

## MICHAEL R. GARCIA — VICE PRESIDENT OF PROJECT MANAGEMENT

### ACADEMIC BACKGROUND

- California State University, Fullerton - Master of Science Mechanical Engineering
- University of Redlands, Redlands - Bachelor of Science in Physics

### PROFESSIONAL EXPERIENCE

Michael Garcia has been working for General Pump Company, Inc. since 2014, starting as an assistant engineer and working into his current VP of project management role. Prior to entering the water industry, he was enrolled in a post graduate program where he studied courses in materials of construction, mechanical design, and computer aided design. While at General Pump Company, Inc., Michael has successfully managed and completed hundreds of well rehabilitation projects. In addition, he has spoken at numerous utility and professional water organizations including Southern California Edison, Southern California Gas Company, and Inland Empire Utilities Agency. Currently, Michael is responsible for overseeing the project management department at General Pump Company, Inc. to ensure efficient project execution and client satisfaction.

GENERAL PUMP COMPANY

# TEAM MEMBERS

## DANIEL J. PICHARDO — VICE PRESIDENT OF ENGINEERING

### ACADEMIC BACKGROUND

- Seattle University – Bachelor of Science in Civil Engineering

### PROFESSIONAL EXPERIENCE

- 2023 – Present, General Pump Company, Inc., Vice President of Engineering
- 2015 – Present, General Pump Company, Inc., Purchasing Manager
- 2015 – 2023, General Pump Company, Inc., Project Manager
- 2015 – 2017, General Pump Company, Inc., Application Engineer
- 2012 – 2015, Atlas Environmental, Staff Engineer

Daniel Pichardo works with his team at General Pump Company, Inc. to provide engineering support for water well maintenance and rehabilitation considerations. Prior to entering the water well industry, Daniel conducted environmental site assessments for LUST fund cleanup sites and plating facilities, delineating contamination plumes and determining suitable remediation methods. Daniel has spoken at numerous utility and professional water organizations including Southern California Edison, Southern California Gas, Tri-State, Inland Empire Utilities Agency, Southern California Water Utilities Association, and Water Replenishment District.

## THOMAS A. NANCHY — SENIOR PROJECT MANAGER – SAN DIMAS

### CERTIFICATIONS

- AWWA Certified Pump Installer
- NGWA Certified Pump Installer

### PROFESSIONAL EXPERIENCE

Tom Nanchy has worked in the well and pump industry for over 40 years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump issues and provide practical, informed options for customers. Tom has supported municipal, agricultural, and industrial clients across California, earning a reputation for his ability to diagnose complex well problems and recommend effective rehabilitation strategies. He has also spoken at many professional organizations throughout California regarding well maintenance and rehabilitation, sharing his expertise with peers in the field.

Tom is an AWWA-certified pump installer through American Water Works Association (AWWA) and a certified pump installer for Large Water Systems through National Ground Water Association (NGWA). He is factory trained and certified by Byron Jackson and Cla-Val, demonstrating a high level of technical specialization. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA), further supporting his commitment to safe, compliant field operations.

# TEAM MEMBERS

## RICKY TRUJILLO — SENIOR PROJECT MANAGER – SAN DIMAS

### PROFESSIONAL EXPERIENCE

- 2025 – Present, General Pump Company, Inc., Senior Project Manager
- 2016 – 2024, Layne, Account Manager III
- 2015 – 2016, General Pump Company, Inc., Project Manager (Camarillo)
- 2009 – 2015, Layne, Operations Manager (Southern California)
- 1999 – 2009, Layne, Operator

Ricky Trujillo brings over a decade of hands-on field experience combined with six years in operations and nine years in sales and project management within the water well industry. Ricky's broad background provides a unique perspective that bridges technical field expertise with operational efficiency and client-focused project execution. Beginning in the field, Ricky developed a strong foundation in pump systems, water well drilling, well rehabilitation, and water infrastructure troubleshooting. This practical knowledge laid the groundwork for their transition into operations, where they managed teams, coordinated logistics, and ensured compliance with safety and quality standards.

In recent years, Ricky has successfully led sales and project management efforts, overseeing a wide range of municipal and private-sector projects. Their ability to understand client needs, manage timelines, and deliver tailored solutions has made them a reliable partner for complex water well system work.

## SERGIO "ERNIE" MENDIVIL — PROJECT MANAGER – SAN BERNARDINO

### CERTIFICATIONS

- 2012 - Grade D2 No. 52313 Drinking Water Distribution Operator
- 2005 - Commercial Endorsement Class B License
- 1999 - Certification of Completion in Basic Diesel Mechanics Technology

### PROFESSIONAL EXPERIENCE

- 2025 – Present, General Pump Company, Inc., Project Manager
- 2011 – 2025, Legend Pump & Well, Inc., Lead Installer/Foreman/Operations & Project Manager
- 2003 – 2010, SoCal Pump & Well Service, Driller/Pump Helper, Pump Installer/Operator

Sergio (Ernie) Mendivil has over 24 years of experience within the well an pump industry and 20 years dedicated field experience with 5 years now in operations and project management. His field experience includes chemical treatment and complete well rehabs, deep well/booster pump removal/installation, inspections, pump diagnostics/repair and well destruction. His office experience includes project management, scheduling of crews and projects, materials procurement, day to day management of shop operations, coordinating with customers, vendors, operations manager and field crews to ensure efficient project completion in a timely manner.

GENERAL PUMP COMPANY

# TEAM MEMBERS

## CARLOS FAJARDO — SALES ENGINEER – CAMARILLO

### ACADEMIC BACKGROUND

- Del Valle University, Guatemala – Bachelor of Science in Civil Engineering

### PROFESSIONAL EXPERIENCE

Carlos Fajardo has over 18 years of experience within the water well and pump industry. He started his career studying water wells at the International School of Well Drilling in Florida. His experience includes working in the shop, field, and office, performing drilling, pump pulls, pump installations, inspections, conducting water well rehabilitations, material procurement, and designing water wells and pumps. Over the years, Carlos has built a strong understanding of project sequencing, equipment requirements, and the technical considerations that drive successful well performance. He is known for his ability to problem-solve in the field and support crews through complex or unexpected site conditions. Carlos also plays a key role in planning and resource coordination, ensuring that materials, equipment, and personnel are aligned with project timelines. He currently coordinates with customers, vendors, operations managers, and field crews to ensure project completion in a timely manner while adhering to operational and safety standards. His strong communication skills help maintain consistency between field activities and project expectations. Carlos is recognized for his reliable, steady approach and his commitment to delivering quality work on every project.

## PAUL RINEHART — APPLICATIONS ENGINEER – SAN DIMAS

### PROFESSIONAL EXPERIENCE

Paul Rinehart brings over 30 years of experience in the well and pump industry. His experience includes working in the shop, field, and office, performing pump removals, installations, inspections, conducting pump repairs, material acquisition, as well as designing well and booster pumps. Over the course of his career, Paul has developed a deep understanding of system performance, troubleshooting methods, and the operational requirements needed to keep water systems functioning reliably. He is known for his steady, solutions-oriented approach and his ability to address complex field conditions with practical, experience-based insight. Paul has also supported project planning, equipment staging, and the development of repair strategies that minimize downtime for customers. His background working across multiple roles has allowed him to bridge communication between field crews, management, and customers with ease. In addition to his technical skills, he is valued for his mentorship and his commitment to maintaining high standards of workmanship and safety. Paul currently coordinates with customers, vendors, operations managers, and field crews to ensure project completion in a timely and efficient manner. His depth of field knowledge allows him to anticipate challenges early and help guide projects toward smooth execution. Paul's consistent, dependable leadership has made him a trusted resource across teams and project types.

# TEAM MEMBERS

## TRENT SHERMAN, PG — APPLICATIONS ENGINEER – CAMARILLO

### ACADEMIC BACKGROUND

- California State University, San Francisco - Master of Science, Geoscience
- California State University, Fresno - Bachelor of Science, Geology

### CERTIFICATIONS

- Professional Geologist #9928

### PROFESSIONAL EXPERIENCE

- 2025 – Present, General Pump Company, Inc., Applications Engineer
- 2022 – 2025, GSI Water Solutions, Consulting Geologist
- 2017 – 2022, California Department of Water Resources, Engineering Geologist
- 2016 – 2017, Kleinfelder, Staff Geologist
- 2017 – United States Geological Survey, Hydrologist Intern
- 2014 – 2016, California Department of Water Resources, Engineering Intern

Trent Sherman has worked in the water resources industry since 2014, specializing in groundwater and surface water studies across both public and private sectors. At General Pump Company, Inc., Trent provides expertise in pump and well diagnostics, offering recommendations that bridge the gap between aquifer formations, water well infrastructure, and pump equipment.

Prior to joining General Pump Company, Inc., Trent served as a consultant on projects involving well siting, design, permitting, construction, rehabilitation, and testing of production and injection wells. He also worked for California's Department of Water Resources, where he contributed to groundwater regulatory programs, supporting basin prioritization and the development of Groundwater Sustainability Plans.

Trent holds a graduate degree focused on fluvial geomorphology, where his research examined sand transport processes in river systems.

## KATHERINE "KATIE" REINER — PROJECT COORDINATOR – SAN DIMAS

### PROFESSIONAL EXPERIENCE

Katie Reiner is an experienced Project Coordinator with a strong background in construction administration, accounts receivable, contracts, bidding, and internal operations support. At General Pump Company, Inc., she supports multiple offices and departments, serving as a central coordination point between project management, accounting, engineering, and administrative teams. Her role includes bid support, MSA and contract assistance, scheduling, invoicing, badging, material and rental tracking, and workflow management across ERP and CRM systems such as Sage and HubSpot. Her background in accounts receivable and construction administration, including multimillion-dollar billing portfolios, lien releases, subcontractor documentation, and contract compliance, supports efficient project execution and streamlined internal operations.

GENERAL PUMP COMPANY

# TEAM MEMBERS

## BRANDON PEPPER — OPERATIONS MANAGER

### PROFESSIONAL EXPERIENCE

- 2007 – General Pump Company, Inc., Field Tech III, Field Tech II
- 2008 – General Pump Company, Inc., Crane Certified
- 2015 – General Pump Company, Inc., Field Forman, 40T Crane
- 2024 – General Pump Company, Inc., Operations Manager

Brandon Pepper has delivered over a decade of progressive hands-on field experience, advancing from entry-level operations to leadership roles in the heavy equipment and field services industry. Starting as a shop pump technician, he quickly developed a strong foundation in field operations, progressing to Field Technician III and Field Technician II. Along the way, he became crane-certified and excelled as a Field Foreman, operating and managing 40-ton crane operations.

This technical expertise provided a solid platform for advancement into field operations management, where Brandon now oversees team performance, project execution, and operational efficiency. Recognized for innovative problem-solving, Brandon earned The John Lincoin award for addressing complex field challenges and optimizing workflows. Brandon's career reflects a unique blend of hands-on technical skill, safety-focused leadership, and strategic operational management.

## IRVIN CABRERA — ENVIRONMENTAL HEALTH & SAFETY (EHS) SPECIALIST

### PROFESSIONAL EXPERIENCE

Irvin Cabrera has over 10 years of experience in the compliance and safety field, including a background as a former US Army Infantryman where discipline, leadership, and risk awareness were critical to mission success. Throughout his career, he has supported construction and distribution operations by developing and implementing OSHA-compliant safety programs, risk mitigation, and workforce training. His approach focuses on protecting people, property, and the environment through continuous improvement, clear communication, and collaboration with cross-functional teams. He is recognized for building trust in the field, reinforcing safety culture, and supporting organizations in achieving sustainable, long-term safety performance, and regulatory compliance goals.

GENERAL PUMP COMPANY

# Vehicle/Equipment Summary

| List # | EQUIP# | OWNR | YEAR | MAKE | BODY |
|---|---|---|---|---|---|
| 1 | 9040 | AWT | 2013 | Mercedes | 3500 |
| 2 | 9449 | AWT | 1997 | Chevy | 3500 |
| 3 | 9443 | AWT | 2018 | Peterbilt | 365 |
| 4 | 90108 | AWT | 2024 | Grove | 40 Ton Crane |
| 5 | 9017 | GPC | 2002 | Grove | 40 Ton Crane |
| 6 | 90117 | AWT | 2021 | Grove | 40 Ton Crane |
| 7 | 9019 | AWT | 2015 | Freightliner | 40 Ton Crane 114SD |
| 8 | 90142 | AWT | 2018 | Freightliner | Brigadier M2106 |
| 9 | 90106 | AWT | 2018 | Freightliner | Derrick Rig 108SD |
| 10 | 9448 | AWT | 2016 | Ford | F150 |
| 11 | 9461 | AWT | 2018 | Ford | F150 |
| 12 | 9438 | AWT | 2012 | Ford | F250 |
| 13 | 9425 | AWT | 2014 | Ford | F350 |
| 14 | 9439 | AWT | 2017 | Ford | F350 |
| 15 | 9444 | AWT | 2017 | Ford | F350 |
| 16 | 9460 | AWT | 2023 | Ford | F350 |
| 17 | 9046 | AWT | 2024 | Ford | F450 |
| 18 | 9047 | AWT | 2025 | Ford | F550 |
| 19 | 9429 | AWT | 2014 | Ford | F550 |
| 20 | 9432 | AWT | 2016 | Ford | F550 |
| 21 | 9045 | AWT | 2024 | Ford | F750 |
| 22 | 90121 | AWT | 2021 | Western Star | Flatbed 4700SB |
| 23 | 9062 | AWT | 2016 | Western Star | Flatbed 4700SB |
| 24 | 9063 | AWT | 2016 | Western Star | Flatbed 4700SB |
| 25 | 9064 | AWT | 2016 | Western Star | Flatbed 4700SB |
| 26 | 9065 | AWT | 2019 | Western Star | Flatbed 4700SB |
| 27 | 9066 | AWT | 2019 | Western Star | Flatbed 4700SB |
| 28 | 9067 | AWT | 2024 | Western Star | Flatbed 4700SB |
| 29 | 9068 | AWT | 2024 | Western Star | Flatbed 4700SB |
| 30 | 9001 | AWT | 2010 | Freightliner | Rig |
| 31 | 90101 | AWT | 2024 | Freightliner | Rig |
| 32 | 90102 | AWT | 2019 | Freightliner | Rig M2106 |
| 33 | 90104 | AWT | 2020 | Freightliner | Rig M2106 |
| 34 | 90105 | AWT | 2020 | Freightliner | Rig VA 108SD |
| 35 | 90140 | AWT | 2020 | Western Star | Rig VA 4700SB |
| 36 | 90107 | AWT | 2019 | Freightliner | Rotary Crane 114SD |
| 37 | 9009 | AWT | 2015 | Freightliner | Rotary Crane 114SD |
| 38 | 90118 | AWT | 2021 | Freightliner | Rotary Crane 114SD |
| 39 | 90150 | AWT | 2021 | Freightliner | Rotary Crane 114SD |
| 40 | 9023 | AWT | 2015 | Peterbilt | Service Truck |
| 41 | 90131 | AWT | 2018 | Freightliner | Service Truck M2106 |
| 42 | 90132 | AWT | 2017 | Freightliner | Service Truck M2106 |
| 43 | 9043 | GPC | 2023 | GMC | Sierra AT4X |
| 44 | 9044 | AWT | 2024 | GMC | Sierra Denali |
| 45 | 9033 | GPC | 2011 | Chevrolet | Silverado 2500 |
| 46 | 90110 | AWT | 2015 | Chevrolet | Stake Bed 3500 |
| 47 | 90111 | AWT | 2015 | Chevrolet | Stake Bed 3500 |
| 48 | 90112 | AWT | 2015 | Chevrolet | Stake Bed 3500 |
| 49 | 9070 | AWT | 2018 | Chevrolet | Stake Bed 3500 |
| 50 | 9071 | AWT | 2018 | Chevrolet | Stake Bed 3500 |
| 51 | 9072 | AWT | 2018 | Chevrolet | Stake Bed 3500 |
| 52 | 9459 | AWT | 2022 | Kenworth | T440 |
| 53 | 9450 | AWT | 2018 | Kenworth | T880 |
| 54 | 90103 | AWT | 2023 | Kenworth | T880 TDH RIG 35X4 |
| 55 | 9025 | GPC | 1998 | Carson | Trailer |
| 56 | 90126 | AWT | 2018 | Carr | Trailer |
| 57 | 9411 | AWT | | 20' Trailer | Trailer |
| 58 | 9414 | AWT | 2000 | Tow Master | Trailer |
| 59 | 9455 | AWT | 2007 | MGS | Trailer |
| 60 | 9456 | AWT | 2000 | SPCNS | Trailer |
| 61 | 9416 | AWT | 2013 | Ford | Transit |
| 62 | 9024 | AWT | 2004 | Big Tex | Utility Trailer |
| 63 | 90141 | AWT | 2020 | Freightliner | Utility Truck |

General Pump Company's listed vehicles are 100% dedicated to and utilized for well & pump services.
Our entire fleet inventory is registered in California

California Environmental Protection Agency

# Air Resources Board

**January 1, 2026**

## CERTIFICATE OF REPORTED COMPLIANCE
## OFF-ROAD DIESEL VEHICLE REGULATION

**is issued to**

# GENERAL PUMP COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

*Michelle Buffington*

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

**241584**

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **496765** Entity CORP

Business Name GENERAL PUMP COMPANY INC

Classification(s) C57 C61/D21 A

Expiration Date 08/31/2026 www.cslb.ca.gov

[redacted]

Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox
Postage guaranteed by
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2026

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<br>Relation Insurance Services<br>11215 North Community House Rd<br>Suite 100<br>Charlotte NC 28277 | CONTACT NAME: Amanda Stewart<br>PHONE (A/C, No, Ext): (336) 217-6902 FAX (A/C, No): (336) 378-1332<br>E-MAIL ADDRESS: amanda.stewart@relationinsurance.com |
| INSURED<br>General Pump Company, Inc.<br>159 N Acala Street<br>San Dimas, CA 91773 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Valley Forge Insurance Company — 20508<br>INSURER B: American Casualty Co. of Reading PA — 20427<br>INSURER C: The Continental Insurance Company — 35289<br>INSURER D: National Fire Ins. Co. of Hartford — 20478<br>INSURER E: AXIS Surplus Insurance Company — 26620<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 25/26 GL/AU/UMB/WC/PL **REVISION NUMBER:**

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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | 7039961462 | 08/31/2025 | 08/31/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BUA7039961476 | 08/31/2025 | 08/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 7039961509 | 08/31/2025 | 08/31/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 9,000,000<br>$ 9,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC739961493 | 08/31/2025 | 08/31/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Professional Liability<br>Pollution Liability | | | CP007173-01-2025 | 08/31/2025 | 08/31/2026 | Each Claim<br>Aggregate<br>Deductible | $2,000,000<br>$2,000,000<br>$10,000 |

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

Verification of Coverage

**CERTIFICATE HOLDER**

Proof of Insurance

**CANCELLATION**

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

Jon Cooper

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## EXPERIENCE MODIFICATION RATE (EMR) - THREE-YEAR HISTORY

**Company:** General Pump Company
**Dated:** April 30, 2026

To Whom It May Concern,

This letter is provided to confirm the Workers Compensation Experience Modification Rate (EMR) history for General Pump as issued by the Workers Compensation Insurance Rating Bureau of California (WCIRB).

The experience modification rates listed below apply to California operations and were calculated by WCIRB in accordance with standard rating rules using audited payroll and historical loss data. Please note that experience modification factors are a premium-rating mechanism, not a safety score, and reflect historical loss experience during prior rating periods as determined by the applicable rating bureau.

**Three-Year Experience Modification History**

| Policy Year | Experience Mod | State/Bureau |
|---|---|---|
| 2025 | 1.04 | California - WCIB |
| 2024 | 1.03 | California - WCIB |
| 2023 | 1.12 | California - WCIB |

Should there be any questions regarding this information, please contact us at:
NationalAccountTeam@RelationInsurance.com

Thank you for the opportunity to serve you. We appreciate your business.

Sincerely,

Diane Fowler

Diane Fowler

Insurance Account Manager

## Purpose

The purpose of this program is to ensure the safety of all employees and contractors working for General Pump Company, Inc. and to comply with all regulations and host clients that pertain to confined spaces.

## Scope

This program covers all employees and other workers that may be involved in confined space entry. When work is performed on a non-owned or operated site, the operator's program shall take precedence. This document covers General Pump Company, Inc. employees and contractors and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent.

## Definitions

Attendant - an individual stationed outside one or more Confined spaces who monitors the authorized Entrants and who performs all Attendant's duties assigned in the General Pump Company, Inc. Confined Spaces Program. Attendants must have sufficiently completed and fully understands the Confined Space training and is approved by the HSE Manager to work in a confined space as an Attendant.

Authorized Entrant - an individual who is authorized by General Pump Company, Inc. to enter a confined space. Entrants must have sufficiently completed and fully understands the Confined Space training and is approved by the HSE Manager to work in a confined space as an Authorized Entrant.

Confined Space

- A space that is large enough and so configured that an employee can bodily enter and perform assigned work;
- Has limited or restricted means for entry or exit (for example, tanks, vessels, coolers, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and
- Is not designed for continuous occupancy.

Confined Space Entry Permit - A confined space entry permit must be completed before entering a confined space. An entry permit is the written or printed document that controls entry into a confined space. Before entry is authorized, an entry permit documenting control measures to protect workers from the hazards in the confined space must be prepared. Procedures necessary for concluding the entry after entry operations have been completed must be in place. When workers from multiple employers are working in a permit space, procedures must be implemented to ensure workers from one employer do not endanger workers of another.

Entry - the action by which a person passes through an opening into a confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the Entrant's body breaks the plane of an opening into the space.

Entry Supervisor - the person responsible for determining if acceptable entry conditions are present at a confined space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

- Entry Supervisors must have sufficiently completed and fully understands the Confined Space training and is approved by the HSE Manager to work in a confined space.
- An Entry Supervisor also may serve as an Attendant or as an authorized Entrant, as long as that person is trained and equipped as required by this section for each role he or she fills. Also, the duties of Entry Supervisor may be passed from one individual to another during the course of an entry operation.
- The Entry Supervisor is responsible to test and monitor the atmosphere conditions.

Hazardous atmosphere - an atmosphere that may expose employees to the risk of death, incapacitation, and impairment of ability to self-rescue (that is, escape unaided from a confined space), injury, or acute illness from one or more of the following causes:

- Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL), (0% is normal).
- Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent, (20.9 % is normal).
- Any other atmospheric condition that is immediately dangerous to life or health. (Ex.-H2S 10%, 0% is normal).
- Note: For air contaminants for which OSHA has not determined a dose or permissible exposure limit, other sources of information, such as Safety Data Sheets that comply with the Hazard Communication Standard, published information, and internal documents can provide guidance in establishing acceptable atmospheric conditions.

Immediately dangerous to life or health (IDLH) - any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a confined space.

- Note: Some materials -- hydrogen fluoride gas and cadmium vapor, for example -- may produce immediate transient effects that, even if severe, may pass without medical attention, but are followed by sudden, possibly fatal collapse 12-72 hours after exposure. The victim "feels normal" from recovery from transient effects until collapse. Such materials in hazardous quantities are considered to be "immediately dangerous to life or health".

Inerting - the displacement of the atmosphere in a permit space by a non-combustible gas (such as nitrogen) to such an extent that the resulting atmosphere is non-combustible. This procedure produces an IDLH oxygen deficient atmosphere.

Non-Permit Confined Space - A confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

Oxygen deficient atmosphere - an atmosphere containing less than 19.5 percent oxygen by volume.

Oxygen enriched atmosphere - an atmosphere containing more than 23.5 percent oxygen by volume.

Permit-Required Confined Space - a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an Entrant.

- Has an internal configuration such that an Entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
- Contains any other recognized serious safety or health hazard.

## Responsibilities

**Managers/Supervisor**

- Shall ensure that all employees have been trained and fully understand the requirements of this program.
- Shall provide the necessary equipment to comply with these requirements and ensure that all employees are trained on its use.
- Shall ensure that all confined space assessments have been conducted and documented.
- Shall ensure that all Permit-Required Confined Spaces permits are posted.
- Shall ensure an annual review of the program including all entry permits issued that during that annual period.
- Shall ensure that all confined spaces that have been identified as "no entry" have signs that state, "DANGER- DO NOT ENTER".
- Shall ensure signs have been posted at all Permit-Required Confined Space areas that state, "DANGER – PERMIT ENTRY CONFINED SPACE" along with the proper warning word such as "ASPHYXIANT, FLAMMABILITY or TOXIC HAZARD"
- Shall file all permits at the area offices for review. Permits shall be kept on file for one year.

**Affected Employee**

- Shall attend Confined Space Entry training commensurate with their duties and when duties change as required.
- Shall comply with all aspects of this program.
- Authorized Entrants, Attendants and Entry Supervisors may be any General Pump Company, Inc. employee that is authorized by management to work in a confined space setting and that has been trained and is proficient in the understanding of program requirements.

## Duties of Entrants, Attendants and Entry Supervisors

All affected employees must understand the hazards of going into a confined space.

Attendants are the workers who watch the entrance to the confined space. They communicate with the entrants and know how many entrants are in the confined space. They also ask for help in an emergency and do not enter the confined space.

Entrants, the workers who go into the confined space, must know how to use equipment and communicate with the attendant to check-in or ask for rescue.

Entry supervisors check the atmospheric monitoring being done and make sure all hazards have been identified and mitigated. They also make sure help is available if a rescue is needed and keep the area free of unauthorized people.

Additional information is shown below.

**Authorized Entry Supervisor Duties**

- Shall have a tailgate safety meeting, with all workers to be involved in the confined space entry and review the job to be performed and what safety concerns may be present.
- Shall confirm that all isolation, Lock/out and Tag/outs have been completed prior to entry into a confined space.
- Shall ensure that the requirements of this program are followed and maintained.
- Shall test all atmosphere conditions prior to entry and shall complete and maintain the confined space permit form and have it accessible for review on the job site at all times.
- Shall notify General Pump Company, Inc. supervisor of entry into a confined space and notify the supervisor of any changes that may occur, during an entry.
- If the confined space poses a hazard that cannot be eliminated, the Entry Supervisor must arrange for a rescue service.
- If the confined space poses no hazards to the Entrants, the Entry Supervisor can reclassify the confined space to a Non-Permit Confined Space.
- A stand-by rescue team is not required to be on site for Non-Permit Confined Space entries.

**Authorized Attendant Duties**

- An attendant is stationed outside a confined space while it is occupied by workers. At least one attendant must be stationed outside a confined space for the duration of entry operations. If multiple spaces are to be monitored by a single attendant, he/she must have the means to respond to an emergency in one space while continuing oversight of the others, or he/she must be relieved by another individual.
- Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
- Is aware of possible behavioral effects of hazard exposure in authorized Entrants.
- Continuously maintains communication and an accurate count of authorized Entrants in the confined space and ensures that the means used to identify authorized Entrants, and accurately identifies who is in the confined space.
- Monitors activities inside and outside the confined space to determine if it is safe for Entrants to remain in the space and orders the authorized Entrants to evacuate the confined space immediately under any of the following conditions:
    - If the Attendant detects a prohibited condition;
    - If the Attendant detects the behavioral effects of hazard exposure in an authorized Entrant;
    - If the Attendant detects a situation outside the space that could endanger the authorized Entrants;
    - If the Attendant cannot effectively and safely perform all the duties required.
- Summon rescue and other emergency services as soon as the Attendant determines that authorized Entrants may need assistance to escape from confined space hazards.
- Takes the following actions when unauthorized persons approach or enter a confined space while entry is underway:
    - Warn the unauthorized persons that they must stay away from the confined space;

- Advise the unauthorized persons to exit the confined space immediately, if they have entered the space;
- Inform the authorized Entrants and the Entry Supervisor if unauthorized persons have entered the confined space.

- Performs no duties that might interfere with the Attendant's primary duty to monitor and protect the authorized Entrants.

**Authorized Entrant Duties**

- Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
- Uses appropriate personal protective equipment properly, e.g., face and eye protection, and other forms of barrier protection such as gloves aprons, coveralls, and breathing equipment;
- Is aware of possible behavioral effects of hazard exposure in authorized Entrants;
- Shall witness and verify calibrated air monitoring data and if approved, sign off, before entry is made.
- Is entitled to request additional monitoring at any time.
- Maintain communication with the Attendants to enable the Attendant to monitor the Entrants status as well as to alert the Entrant to evacuate if needed; and
- Exit from confined spaces as soon as possible when ordered by an Attendant or Entry Supervisor, when the Entrant recognizes the warning signs or symptoms of an exposure exists, or when a prohibited condition exists, or when an alarm is activated.

## Procedure

**Non-Permit Confined Space Entry**

If testing of the confined space atmosphere is within acceptable limits without the use of forced air ventilation and the space is properly isolated, the space can be entered by following the requirements for Level I confined space entry.

- Entrants and/or their representative shall be given the opportunity to observe and participate in the air monitoring process.
- Entrants shall review and sign the confined space permit.

Employees may enter and work in the confined space as long as LEL, O2, and toxicity hazards remain at safe levels.

- Complete the General Pump Company, Inc. Confined Space Entry Permit to document that there are no confined space hazards. Make this certification available to all personnel entering the space.
- A trained Attendant must always be outside the confined space. The Attendant must monitor the authorized Entrants for the duration of the entry operation.

Exception: The Attendant requirements for Level I confined space entry may be exempted, if the job assessment is performed and has determined that there are no inherent dangers to allow single person entry.

- This provision is intended to permit field operations to enter crankcases, shallow valve boxes, cellars, excavations, etc. without an Attendant being present and all other aspects of the entry permit complied with.

- When there are changes in the use and configuration of a confined space that might increase the hazards to the Entrants (e.g., using epoxy coating on a tank floor, welding, painting, etc.), re-evaluate the space. If necessary, reclassify the space as a Permit-Required Confined Space.
- Continuously monitor the confined space atmosphere to ensure that it is still safe.
- The space must not contain a hazardous atmosphere while personnel are inside.
- If a hazardous atmosphere is detected during an entry, personnel must immediately evacuate the space.
- Re-evaluate the space to determine how the hazardous atmosphere developed.
- The Entry Supervisor shall cancel the entry permit.
- Take action to protect personnel before any subsequent activity to re-enter the space takes place.
- Reissue the General Pump Company, Inc. Confined Space Entry Permit before allowing Entrants to re-enter the space.
- If necessary, reclassify the space as a Permit-Required Confined Space.
- Ensure that vehicle or other equipment exhaust does not enter the space.

**Permit-Required Confined Space Entry**

If the space is properly isolated and results of air monitoring are above acceptable parameters without local exhaust ventilation in operation, classify the entry as a Permit-Required Confined Space.

- Complete the General Pump Company, Inc. Confined Space Entry Permit before proceeding with work in a Permit-Required Confined Space.
- Entrants and/or their representative shall be given the opportunity to observe and participate in the air monitoring process.
- Entrants shall review and sign the confined space permit.
- At least one trained Attendant must always be outside the Permit-Required Confined Space.
- The Attendant must monitor the authorized Entrants for the duration of the entry operation.
- Only authorized Entrants may enter a Permit-Required Confined Space.
- All Entrants must sign in and out on the entry permit when entering and leaving a Permit-Required Confined Space.
- The back of the permit or a sign-in sheet must be used for this purpose.
- Post signs and barricades outside all Permit-Required Confined Spaces to notify personnel that a confined space entry is in progress and unauthorized entry is prohibited.
- Conditions must be continuously monitored where Entrants are working to determine that acceptable conditions are maintained during entry.
- If a hazardous atmosphere is detected during an entry, personnel must immediately evacuate the space.
    - The Entry Supervisor shall cancel the entry permit.
    - Re-evaluate the space to determine how the hazardous atmosphere developed.
    - Take action to protect personnel before any subsequent activity to re-enter the space takes place.
    - Re-issue the General Pump Company, Inc. Confined Space Entry Permit before allowing Entrants to re-enter the space.
    - Employees or their representatives are entitled to request additional monitoring at any time.
- The permit must be terminated when the entry operations are complete or when permit conditions change (i.e., hazardous air monitoring results are noted, unsafe behaviors are observed, etc.).

- The minimum rescue equipment required for Permit-Required Confined Space entry is covered in the Rescue & Emergency section of this program.
- Permit-Required Confined Space entry operations will be reviewed when General Pump Company, Inc. believes that the requirements of this confined space program may not adequately protect personnel.
- If deficiencies are found in the program, the program will be revised and personnel will be trained in the new revisions before subsequent entries are authorized.

**Pre-Job Planning and Space Preparation**

The Entry Supervisor must determine that the confined space is properly isolated by blinding, disconnecting, and/or by following local Lockout/Tagout procedures.

The Entry Supervisor must discuss with all Entrants the hazards of the space, communication methods and emergency procedures during the confined space entry.

Eliminate any condition making it unsafe to open the equipment to atmosphere.

Promptly guard the opening to prevent an accidental fall through the opening and to protect each employee working in the space from foreign objects entering the space.

If applicable, wash, steam, ventilate or degas the confined space to properly free it of possible contaminants. Vent vapors to a safe location.

Do not allow unauthorized personnel to enter a confined space. Barricade and/or guard all confined spaces to prevent entry of unauthorized Entrants.

If performing hot work in the confined space, precautions must be taken consistent with the General Pump Company, Inc. Hot Work Permit procedure.

Ensure that vehicle or other equipment exhaust does not enter the space.

**Pre-Entry Safety Meeting**

The Entry Supervisor must declare when the confined space is ready for entry.

The Entry Supervisor shall hold a pre-entry safety meeting to discuss all requirements and procedures with all authorized Entrant(s) and Attendant(s) involved with the entry. He/she will discuss other concerns such as previous contents, vessel coating, PPE required etc., during this meeting.

The Entry Supervisor must coordinate entry operations when employees of more than one company are working simultaneously in the confined space. This coordination is necessary so that one company's work does not endanger the employees of another company.

**Equipment**

Check all work equipment to ensure that it has the proper safety features and is approved for the locations where it will be used. The Entry Supervisor shall ensure that all equipment is properly maintained in a safe condition and that Entrants use the equipment properly.

The following equipment must be considered and may be required when entering a confined space:

- Atmospheric Testing and Monitoring Equipment.
- Use of Barriers or Barricades – Measures necessary to prevent unauthorized entry must be implemented. Pedestrian, vehicle and other barriers necessary to protect entrants from external hazards must be provided.
- Post signs outside all Permit-Required Confined Spaces to notify personnel that a confined space entry is in progress and unauthorized entry is prohibited. Any signs used must state "Danger – Permit Entry Confined Space" along with the proper warning word such as "Asphyxiant, Flammability or Toxic Hazard".
- Communications Equipment – Only use intrinsically safe equipment in areas where a hazardous atmosphere may exist. Use a communication system that will keep the Attendant in constant, direct communication with the Entrant(s) working in the confined space. Also, use a communication system that allows the Attendant to summon help from rescue or emergency service.
- Entry and Exit Equipment – (For example: ladders may be needed for safe entry and exit).
- Lighting Equipment – Needed for safe entry, work within the space and exit. Lighting equipment used in the confined space must be certified safe for the location.
- Portable electric lighting used in wet and/or other conductive locations (drums, tanks, vessels) must be operated at 12 volts or less. 120 volt lights may be used if protected by a ground-fault circuit interrupter.
- Personal Protective Equipment – Ensure that personnel wear the required personal protective equipment. For respiratory protection requirements, refer to the Respiratory Protection Program.
- Rescue and Emergency Equipment – Except if provided by outside rescue services.
- The Attendants must also have an approved first aid kit.
- Vacuum Trucks – When used, trucks must be properly grounded or bonded to prevent static sparks.
- Ventilating Equipment – Local exhaust air movers used to obtain acceptable atmospheric entry conditions (e.g., Copus air movers).
- Other – Any other equipment necessary for safe entry into and rescue from permit required confined spaces.

**Atmospheric Testing**

- Before an employee enters the space, the internal atmosphere shall be tested, with a calibrated direct-reading instrument, for oxygen content, for flammable gases and vapors, and for potential toxic air contaminants, in that order. The atmosphere within the space must be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere.
- Entrants are informed of atmospheric testing results.
- Employees or their representatives are entitled to request additional air monitoring at any time.

**Ventilation**

Continuous forced air ventilation must be used and tested as follows:

- An employee may not enter the space until the forced air ventilation has eliminated any hazardous atmosphere;
- The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space;

- The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.
- The atmosphere within the space shall be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere. Any employee, who enters the space, or that employee's authorized representative, shall be provided with an opportunity to observe the periodic testing and may request additional monitoring at any time.

**Multiple Employer Procedure**

In order not to endanger the employees of any other employer, the Entry Supervisor shall:

- Verify that all contractor employees have been trained in confined space and that all contractor employees fully understand the General Pump Company, Inc. procedures pertaining to Confined Space.
- Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this section.
- Apprise the contractor of the elements, including the hazards identified and the employees experience with the space, that make the space in question a permit space.
- Inform the contractor of any precautions or procedures that General Pump Company, Inc. has implemented for the protection of employees in or near permit spaces where contractor personnel will be working.
- Coordinate entry operations with the contractor, when both General Pump Company, Inc. personnel and contractor personnel will be working in or near confined spaces.

**Rescue and Emergency Services**

*Means of Communication Used to Summon Rescue*

Procedures for summoning rescue and emergency services must be developed and implemented to perform rescue, to provide necessary emergency services to rescued employees, and to prevent unauthorized personnel from attempting a rescue. Communications used include radios and telephone based on the location.

Below are our procedures.

*General*

Rescue personnel are readily available to respond to a confined space emergency. Personnel and services necessary to perform rescue must be identified and in place prior to entry. These services may be provided by the site owner/operator, the company performing the confined space work, or by a third party that specializes in confined space rescue. Local fire departments may not have the means to perform confined space rescue, so do not assume they are able to do so.

*Permit-Required Confined Space Rescue:*

- When the Attendant becomes aware of the need for rescue, the Attendant shall immediately summon the onsite rescue team by the agreed upon communication method, verbally, radio or cell phone, without leaving the vicinity of the confined space.
- The Attendant shall prevent unauthorized personnel from attempting a rescue.
- After the rescue team has been notified, the Attendant shall alert the Entry Supervisor of the emergency via the same communication methods.

- The preferred means of providing rescue service is through the use of a qualified outside rescue service vendor (client host). The outside rescue service vendor must be:
    - Informed of the hazards that they may confront during a rescue;
    - Provided access to the Permit-Required Confined Space to examine the entry site, practice rescue, and decline as appropriate.
    - Access to the space allows the rescue service and local supervision to jointly develop appropriate rescue plans.
    - If the host operator is designated to provide rescue services for General Pump Company, Inc., the agreement of services must be included in contract for the job.
- If General Pump Company, Inc. employees are to perform Permit-Required Confined Space rescues, they must be:
    - Provided and trained in the use of the proper personal protective equipment necessary to make the rescue;
    - Provided PPE at no cost
    - Trained to perform the assigned duties;
    - Required to practice making rescues at least once every 12 months;
    - Trained in basic first aid and CPR.
    - A minimum of one member of the rescue team must hold a current certification in first aid and CPR.

*Non-entry Rescue*

- To facilitate non-entry rescue, an Entrant must be attached to a retrieval system whenever he/she enters a Permit-Required Confined Space with a vertical depth of more than 5 feet.
- The retrieval equipment is not required if it will increase the overall risk of the entry, e.g., creating an entanglement hazard, or will not contribute to the rescue of the Entrant.
- Each Entrant shall use a full body harness equipped with a "D" ring located between the shoulders or above the head.
- Wristlets may be used instead of the full body harness, if the use of the full body harness is not feasible or creates a greater hazard *and* that using wristlets is the safest and most effective alternative.
- The retrieval line must be attached to the "D" ring and the other end of the retrieval line attached to a retrieval device or fixed point located outside the space so that rescue can begin as soon as the rescuer becomes aware that rescue is necessary.

**Issuance/Reviewing of Permit**

Only when all pre-entry requirements are satisfied, the Entry Supervisor shall issue a completed and signed confined space permit. The confined space permit is valid for one shift.

An annual review of this program, using the cancelled permits retained within 1 year after each entry shall be conducted by the HSE Manager to revise the program as necessary, to ensure that employees are protected. If no confined space entries were performed during a 12-month period, no review is necessary.

**Terminating and Closing Out a Confined Space Permit**

The confined space permit may need to be terminated in some situations, such as when new hazards are introduced. Procedures for terminating the permit and closing it out after job completion must be included.

The Entry Supervisor shall terminate the confined space permit, at the end of the job operation, at the end of the shift or when the Entry Supervisor or Attendant determine that when new hazards are introduced or conditions in or near the confined space have changed and is hazardous to the Entrants.

The Entry Supervisor shall, at the conclusion of entry operation, close out the permit and provide the safety department the original copy of the Confined Space Permit.

## Training

Employees are provided confined space training.

Each affected employee must be trained prior to initial assignment, prior to a change in assigned duties, if a new hazard has been created or special deviations have occurred. Before beginning work at a worksite, General Pump Company, Inc. must ensure that a competent person identifies all confined spaces in which one or more of their employees may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary.

Training records must be documented and made available to employees and their authorized representative(s).

The employee shall be retrained:

- Whenever there is a change in confined space operations that presents a hazard about which an employee has not previously been trained.
- Whenever the supervisor has reason to believe either that there are deviations from the permit space entry procedures required by this section or that there are inadequacies in the employee's knowledge or use of these procedures.

The training shall establish employee proficiency in the duties required by this program and shall introduce new or revised procedures, as necessary.

The supervisor shall certify that the training required by this program has been accomplished.

- The certification shall contain each employee's name, the signatures or initials of the trainers, and the dates of training.
- The certification shall be available for inspection by employees, their authorized representatives, management, clients and the safety department.

# Confined Space Entry Permit

Date: _____ Permit Space Number/Location: _____

Reason for Entry: _____

Hot Work Permit Needed? _____ Authorized Duration of Entry: _____

## Permit Space Hazards

| No | Yes | Hazard |
|---|---|---|
| | | Pre-Opening Hazards |
| | | Oxygen Def./Enrichment |
| | | Flammables/Fire |
| | | Hazardous Energy |
| | | Engulfment/Entrapment |
| | | Falls/Falling Objects |
| | | Lighting/Noise/Heat/Cold |
| | | Hot/Corrosive Materials |
| | | Toxins: |
| | | |
| | | |
| | | |
| | | Other: |
| | | |
| | | |
| | | |
| | | |

## Preparation Procedure

| Required? | Done Initials | Procedures |
|---|---|---|
| | | Pre-Entry Checklist |
| | | Pre-opening Hazards |
| | | Electrical lockout/tagout |
| | | Pneumatic Isolation |
| | | Hydraulic Isolation |
| | | Mechanical Isolation |
| | | Traffic Control/Barricading |
| | | Noise, Heat, Cold |
| | | Fall Protection |
| | | Ventilation Purge Time _____ |
| | | Emergency Egress |
| | | Special Work |

Procedures, if not attached, can be found in:

## Required Equipment

- **Ventilator(s)** Minimum Cap: _____ CFM
- **Respirators** Type(s):
- **Atmospheric Monitors** Type:
- **Communications** Type:
- **Fall Protection**
  - Harnesses
  - Tripods
  - Other:
- **Personal Protection**
  - Eye
  - Hearing
  - Foot/Hand
  - Protective Clothing
  - _____
  - Other:
- **Sparkproof Tools/Lighting**
  - Lights
  - Tools
  - Other:
- **Rescue/Emergency**
  - SCBA
  - Fire Extinguisher
  - Radio/Telephone
  - Charged Fire Hose
  - Communication Devices
  - First Aid Kit
  - Other:

| Attendant (s) | Entrant(s) |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Entry Supervisor:** I certify that all pre-entry conditions listed on this permit have been met and the space is safe to enter:

_____ _____/_____

Entry Supervisor Date/Time

**Permit Cancelled:**

_____ _____/_____

Signature Date/Time

Did all information of this permit accurately reflect conditions encountered? ___ Yes or ___ No If no, describe conditions:

_____

_____

Safety Comments: _____

_____

60

## Acceptable Entry Conditions

| Required? | Done? Initials | Action/Condition |
|---|---|---|
| | | Surrounding area free from vapors, all other hazards |
| X | | Review of permit info with attendant, entrants |
| X | | All safety equipment available |
| X | | Employees properly trained |
| | | Pre-opening hazards eliminated |
| X | | Completion of all preparation and isolation procedures |
| X | | Communication between entrants, attendant and rescue providers |
| | | Traffic control/barricading |
| | | Atmospheric tests satisfactory |
| | | |
| | | |
| | | |

## Hazmat Emergency Management

| Toxin | _____ | _____ |
|---|---|---|
| Symptoms and First Aid | | |
| Spill/Release Control Procedures | | |
| Incompatibilities Reactive, Fire Hazard | | |
| SDS Attached? | | |

## Atmospheric Tests – Test Gases in Order Shown

| Gas | Limits | Time Results | Time Results | Time Results | Time Results | Time Results | Time Results | Time Results | Time Results | Time Results | Time Results |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Oxygen | 23.5% 19.5% | | | | | | | | | | |
| 2. Combustibles _____ | 10% LEL | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| 6. | | | | | | | | | | | |

Name(s) of Testers _____

Test Unit Serial/ID Number _____ Most Recent Calibration/Zeroing _____

**NOTE: All Special work procedures must be reviewed with a safety representative before commencing work.**

Office of the
South Gate City Clerk

JUL 23 2026

FILED

9:34 am

# Item No. 7

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

*For the Regular Meeting of:* ***July 28, 2026***

Originating Department: **PUBLIC WORKS**

***Department Head:*** Arturo Cervantes
*Arturo Cervantes*

***City Manager:*** Arturo Cervantes
for *Rob Houston*

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR PROGRAM AND CONTRACT MANAGEMENT SUPPORT SERVICES FOR THE PUBLIC WORKS DEPARTMENT, FIELD OPERATIONS DIVISION**

**PURPOSE:** To approve a Professional Services Agreement with Willdan Engineering to provide program and contract management support services for the Public Works Department, Field Operations Division.

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

a. Approving a Professional Services Agreement ("Agreement") 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.

**FISCAL IMPACT:** The $163,200 cost of the Agreement will be funded through FY 2026/27 salary savings from the vacant Street and Sewer Superintendent position, comprised of $22,552 from the General Fund, $134,257 from the Sewer Fund, and $8,391 in Street Sweeping Fund.

**ANALYSIS:** The Public Works Department has a need for additional support associated with the vacancy of the Street and Sewer Superintendent position within the Field Operations Division. This vacancy has increased demands on existing management staff and potentially risks impacting the division's capacity to efficiently coordinate daily maintenance operations, contractor oversight, and program implementation.

To help maintain continuity of operations and ensure critical field activities continue without disruption, staff recommends utilizing professional program and contract management support services through Willdan Engineering. The proposed Agreement will provide part-time support to assist the Field Operations Division with operational coordination, program management, and contract administration.

Services to be provided under the Agreement include coordination of maintenance activities and operational priorities; contractor, consultant, and utility coordination; work order and service request monitoring; program tracking; contract administration; operational reporting; and support for field operations-related projects and programs. These services are intended to supplement existing staff resources and improve the division's ability to manage ongoing maintenance and infrastructure-related activities.

The proposed Agreement is intended solely to provide professional support services. Day-to-day supervision of Field Operations staff and operational oversight will remain under the authority of the Deputy Director of Public Works.

**BACKGROUND:** Since 2025, the Public Works Department has utilized temporary operational support services to help maintain continuity of operations and address workload demands within the Field Operations Division.

The Field Operations Division is responsible for overseeing critical citywide maintenance functions, including streets, sidewalks, storm drains, sewer systems, traffic-related infrastructure, landscape maintenance, and public right-of-way maintenance. The Division also administers numerous maintenance, service, and infrastructure-related contracts that support essential field operations throughout the City.

These responsibilities require significant day-to-day operational coordination, including contractor oversight, scheduling, contract administration, program tracking, documentation, and interdepartmental coordination to ensure services are delivered efficiently and in accordance with City standards and operational priorities.

The proposed Agreement will allow the Department to continue receiving operational support and contract management assistance while recruitment for the Street and Sewer Superintendent position remains ongoing. This support is necessary to maintain service continuity, operational efficiency, and uninterrupted delivery of critical field services.

**ATTACHMENTS:** A. Proposed Agreement with Willdan Engineering
B. Proposal for Project Management Services

EM:ky

# AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING

This Agreement for Professional Services for Program and Contract Management Support Services for the Public Works Department, Field Operations Division ("**Agreement**") is made and entered into as of July 14, 2026 by and between the City of South Gate, a municipal corporation ("City"), and Wildan Engineering ("**Consultant**"). City and Consultant are sometimes hereinafter individually referred to as a "**Party**" and collectively as "**Parties**."

## RECITALS

**WHEREAS,** City desires to retain a qualified provider for certain services relating to program and contract management; and

**WHEREAS,** Consultant warrants to City that it has the requisite skills, knowledge, qualifications, licenses, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS,** based on such representation, City desires to contract with Consultant to perform the services described in the Scope of Services attached hereto as Exhibit "A".

**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 Service in compliance with all of the terms and conditions of this Agreement. The Scope of Services may be mutually amended from time to time by a written agreement signed by both Parties.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation payable by the City for the Services shall not exceed the sum of **One Hundred Sixty Three Thousand Two Hundred Dollars ($163,200.00)** (the "**Contract Sum**"). The Contract Sum shall be payable in such amounts and at such times as specified on the Payment Schedule attached hereto as Exhibit "B" ("**Payment Schedule**"). City shall pay Consultant for the Services pursuant to this Agreement. No additional compensation in excess of the Contract Sum shall be paid for any other expenses incurred by Consultant in performing the Services, unless first approved in writing by the City representative identified in Section 4 below, which approval may be granted or withheld in City's sole discretion.

2.1 **Travel**. Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the Services. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

2.2 **Progress Payments**. Consultant shall be paid in accordance with the Payment Schedule. Where the Payment Schedule requires Consultant to deliver invoices to City

for the Services performed, such payment shall be made not later than thirty (30) days after City's receipt of the invoice and all supporting documentation reasonably required by City.

2.3 **Payment Does Not Constitute City's Acceptance.** 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 AND TERMINATION.

3.1 **Term of Agreement.** The term of this Agreement shall commence on July 14, 2026 and continue through June 30, 2027, and will remain in effect until the earlier to occur of or the date on which the Services are completed, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by City as provided in Sections 3.2 or 3.3 below.

3.2 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days' written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become City 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 Contract Sum.

3.3 **Termination for Cause.**

(a) City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(i) If Consultant fails to perform the Services required by this Agreement within the time specified herein or any authorized extension thereof; or

(ii) 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 ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

(b) In the event City terminates this Agreement (in whole or in part) for cause as provided above in Section 3.3(a) above, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

(c) If this Agreement is terminated as provided in Section 3.3(a) above, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be

paid an amount equal to the value of the Services performed. In ascertaining the value of the Services performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

(d) If, after notice of termination of the Agreement under the provisions of Section 3.3(a) 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 Section 3.2 above.

4. **CITY AGENT.** The City's Director of Public Works ("**Director**"), or his 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 designee, has the authority to provide that approval or authorization.

5. **NON-ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6. **COMPLIANCE WITH LAW; LICENSES.** In performing the Services, Consultant shall comply with all applicable Federal, State, County and City statutes, ordinances, regulations and other laws, without regard to conflict of law principles. At all times during the Term, Consultant shall maintain any and all professional licenses issued by the State of California or other applicable authorities necessary to allow Consultant to perform the Services.

7. **CONFLICTS OF INTEREST.**

7.1 **Consultant's Representation as to Real Property.** 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.

7.2 **Consultant's Representation as to City Employees.** 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.

7.3 **Notice.** Consultant will notify City within ten (10) days of Consultant's discovery (a) that the statements in Sections 7.2 or 7.3 above are or have become untrue for any reason, or (b) of any other conflict of interest that exists or may develop during the term of this Agreement.

7.4 **California Levine Act Disclosure.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act,"

a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **NON-DISCRIMINATION.**

8.1 **No Discrimination by Consultant.** 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 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.

8.2 **Solicitations, Advertisements, and Subcontracts.** The provisions of Section 8.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices), which are available for review and on file with the City Clerk's Office.

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

9.1 **Worker's Compensation Insurance.** Consultant shall obtain and keep in force during the term of this Agreement workers compensation insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

9.2 **General Liability and Automobile Liability Insurance.** Consultant shall obtain and keep in force during the term of this Agreement 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.

9.3 **Professional Liability Insurance**. Consultant shall obtain and keep in force during the term of this Agreement professional liability insurance with a limit of not less than $1,000,000 per claim and $5,000,000 annual aggregate.

9.4 **Insurance Requirements**: Each such policy of liability 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) Include an Additional Insured Endorsement **(CG 20 10 11 85)** naming the City of South Gate and its agents as an additional insured with respect to the City's and its officers and employees' interests under this Agreement. This is to be complied with by presenting an appropriate insurance policy. The limits of insurance provided to the additional insured shall be the greater of that set forth in this Agreement or the full pre-occurrence limit set forth in the policy.

(c) State that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (including without limitation primary, umbrella, excess, self-insurance or any other basis) available to the additional insureds.

(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 the City of South Gage of such cancellation or material change."

(e) Cover the operations of Consultant pursuant to the terms of this Agreement.

10. **INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless City and its agencies, employees, officers and representatives, from and against 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, and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

11. **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.

11.1 **Independent Contractor Status**. Consultant is an independent contractor. 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 to the final outcome of the Services as set forth herein. It is 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.

11.2 **No Employer/Employee Relationship**. Consultant is not an employee of City. Consultant has no power to enter into any contract for or on behalf of the City, nor to otherwise incur any debt or obligation for or on behalf of the City. Neither Consultant nor any of Consultant's employees or representatives shall make any representations to the contrary.

11.3 **Indemnification of CalPERS Determination**. Without limiting the generality of Section 10 above, 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.

11.4 **Business License Required**. In accordance with Section 2.08.40 of the South Gate Municipal Code, Consultant shall obtain a business license from City prior to doing business within the City, even if Consultant's business office is located outside of the City. Verification of a valid South Gate business license will be required prior to commencement of the Services, and payment of any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

11.5 **Professional Qualifications of Consultant's Personnel.** All Services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel performing such Services on behalf of Consultant shall possess the requisite skills, knowledge, expertise to perform such Services.

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

11.7 **Payment of Consultant's Employees**. 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.

11.8 **Indemnification for Acts of Consultant's Employees**. Without limiting the Generality of Section 10 above, Consultant shall indemnify and hold harmless City and its agencies, 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 Services performed arising from this Agreement.

12. **USE OF CITY VEHICLES BY CONSULTANT'S PERSONNEL.** Employees of Consultant who are assigned by Consultant to perform duties for the City under this Agreement may on one or more occasions be required to travel from their regular place of business to other locations. Those persons may be offered the use of City-owned vehicles to conduct such travel in the performance of their duties.

12.1 **Contractor's Representations as to its Employees' Qualifications to Drive City Vehicles.** Consultant represents and warrants to the City that, as of the date of this Agreement, each of Consultant's employees who are or will be assigned by Consultant to perform work for the City possesses a valid California Driver's License and has not been convicted of (i) driving under the influence of alcohol or drugs, (ii) reckless driving, or (iii) any other serious violation of laws related to traffic safety.

12.2 **Notice of Changes in Drivers' Qualifications; City's Rights Regarding Same.** If at any time during the term of this Agreement Consultant learns that any such employee's Driver's License has been suspended, revoked, or expired without renewal, or that any such employee has been arrested on suspicion of or charged with a violation of any such laws, then Consultant shall immediately notify the City in writing, identifying the employee by name and specifying in detail the facts prompting the notice. The City shall thereafter have the right, at any time, to require Consultant to remove such employee from all City work and appoint a different, equally-qualified employee to provide services to the City hereunder.

12.3 **Indemnification Regarding Use of City Vehicles**. Without limiting the generality of Section 10 above, Consultant hereby agrees to indemnify, hold harmless and defend the City and its officers, employees, and elected officials from and against any and all losses, claims, or demands (including without limitation reasonable attorneys' fees) that arise as a result of the use of any City-owned vehicle by any employee of Consultant, including without limitation claims pertaining to: (a) damage to City-owned vehicles or other personal property owned by the City; (b) damage to vehicles and other personal property owned by third parties; (c) personal injury to or death of any Consultant-employee, City-employee or third-party driver, passenger or pedestrian resulting from the operation by Consultant's employee of a City-owned vehicle.

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

14. **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.

15. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be

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

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

17. **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.

18. **MITIGATION OF DAMAGES.** In the event of an actual or alleged default by either Party under this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from that default or alleged default.

19. **MISCELLANEOUS.**

19.1 **Notices.** All notices required to be given pursuant to the terms hereof shall be in writing and 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 addresses set forth below, or to such other address 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 City**:
City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, California 90290
Telephone No.: (323) 563-9567
Email: acervantes@sogate.org

With a copy (which shall not constitute notice) to:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, California 90280
Telephone No.: (323) 563-9510
Email: yglaze@sogate.org

**To Consultant**:
Willdan Engineering
Director-Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746
Attn: Adel M. Freij, PE
Telephone No.: (562) 364-8486
Email: afreij@willdan.com

19.2 **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.

19.3 **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.

19.4 **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.

19.5 **Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

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## 20. LEGAL CONSTRUCTION.

20.1 **Governing Law**. 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.

20.2 **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.

20.3 **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.

20.4 **Headings**. The section and subsection headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

20.5 **Gender and Pluralization**. 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.

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

20.7 **Digital Signatures**. Signatures to this Agreement transmitted by facsimile (fax) or in the form of a digital image – including without limitation PDF, JPEG and/or GIF files, or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 (15 USC § 7001 *et seq.*) or California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 *et seq.*) – shall be valid and effective to bind the party so signing; each party agrees to promptly deliver an execution original of this Agreement with its actual signature to each other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own facsimile, scanned or other electronic signature and shall accept the telecopied or scanned signature of each other party to this Agreement.

20.8 **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.

[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:**

DRAFT YG

By: _____
Raúl Salinas, City Attorney

**WILLDAN ENGINEERING:**
**a California corporation**

By: _____
Adel Freij, PE-Director of Engineering

Dated: _____

# Exhibit "A"

## Scope of Services

**See Attached Exhibit A**

# Exhibit "B"

## Payment Schedule

***[On this Exhibit, indicate how the Contract Sum will be paid, such as in equal monthly installments, specified amounts upon certain project milestones, a lump same payment at the end of the project, etc. Be as specific as necessary. You can use applicable pages of the Consultant's proposal if that is accurate and does not add additional language detrimental to the City, but do not merely attach the Consultant's proposal]***

WILLDAN

June 15, 2026

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

Subject: Proposal to Provide Project Management Services

Dear Mr. Cervantes:

As requested, Willdan Engineering (Willdan) is pleased to submit this proposal to provide the City of South Gate with project management services. Willdan brings to the City of South Gate more than 60 years of experience and a record of unmatched services to over 500 public agencies. We currently provide project management, staff augmentation, engineering, and public works assistance services to several cities in the Southern California area. Willdan's services will be performed under the direction of the City of South Gate.

As a multidisciplinary firm, we have a full complement of resources under one roof, enabling us to provide a complete range of services to the City of South Gate. Our firm has over six decades of experience providing a wide range of support services to local government agencies throughout Southern California and the Western United States, including public works, staff augmentation, city engineering, civil and traffic engineering, water/wastewater engineering, structural design, landscape architectural, master planning, building and safety services, assessment district engineering, labor compliance, special funding administration, geotechnical services, and construction inspection and management. Because we focus solely on the needs of the public sector, we have a perspective on public agency issues that are unique among private consulting firms.

## SCOPE OF WORK

Willdan will provide the following general project management services to the City of South Gate:

- Coordinate with Public Works management and division staff regarding operational priorities, scheduling, and field activities.
- Coordinate with contractors, utility agencies, consultants, and other departments regarding field operations and infrastructure maintenance activities.
- Assist with project coordination, contract administration, and documentation related to operational and capital improvement projects.
- Prepare reports, schedules, and supporting documentation for departmental operations and project management activities.
- Provide operational coordination and project management support as directed by the Deputy Director of Public Works.

562.908.6200 | 800.499.4484 | fax: 562.695.2120
13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443 | www.willdan.com

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## PROPOSED STAFFING

Willdan is pleased to offer Mr. Harry Frisby (see attached resume) with over 26 years of experience in the public works field to serve as Project Manager for the City of South Gate. He has extensive expertise in overseeing and managing the operations and maintenance divisions of public works, including street maintenance, sewer maintenance, capital improvement programs, facilities management, water maintenance, pavement management programs, storm drain maintenance, and fleet maintenance. Additionally, Mr. Frisby has a strong background in public administration, with a focus on budget management, policy development, contract management, and the oversight of multiple divisions and sections within the public works department. He has excellent collaboration skills and is adept at interfacing with local and state agencies, as well as experience with presenting to city council and community groups. Mr. Frisby has excellent verbal and written communication skills.

## FEE

Willdan proposes to provide the services of Mr. Harry Frisby to the City of South Gate at a discounted hourly billing rate of $170.00, for a maximum of 960 hours.

Please indicate the City's approval and authorization to proceed by either (1) signing two original hard copies and returning one to our office, or (2) by scanning and emailing one signed original to us.

We appreciate the opportunity to continue supporting the City of South Gate. Should you have any questions, please contact Mr. Adel Freij at (562) 760-7752 or via email at afreij@willdan.com.

Respectfully submitted,

**WILLDAN ENGINEERING**

Adel M. Freij, PE
*Principal Engineer*

Approval and Authorization to Proceed By:

**CITY OF SOUTH GATE**

_____
Signature

_____
Date

910005/WW.00.30/P26-202_28438

# Harry Frisby Jr.

## Project Manager

**EDUCATION**

*Associate's Degree in Business - West Los Angeles Community College, Los Angeles, CA*

**26 YEARS OF EXPERIENCE**

**Mr. Harry Frisby Jr.** brings over 26 years of experience in the public works field. He has extensive expertise in overseeing the operations and maintenance divisions of public works, including street maintenance, sewer maintenance, capital improvement programs, facilities management, water maintenance, pavement management programs, storm drain maintenance, and fleet maintenance. Additionally, Mr. Frisby has a strong background in public administration, with a focus on budget management, policy development, contract management, and the oversight of multiple divisions and sections within the public works department.

## Relevant Project Experience

**City of Inglewood, CA.** Chief Superintendent/Public Works. Mr. Frisby was responsible for managing multiple divisions and sections, work groups, and service areas, including maintenance and repair services for streets, alleys, sidewalks, curbs and gutters, sewer lines, storm drains, water meter reading and replacement, water main lines and gate valves, fire hydrants, facilities repair/construction, water distribution, refuse, and fleet maintenance functions. He ensured a high level of operational readiness and maintenance for city light and heavy transportation, construction, mechanical, and emergency equipment. Mr. Frisby prepared and administered budgets, monitored expenditures, and provided recommendations for equipment purchases. He developed and implemented policies, procedures, goals, and objectives for assigned divisions. Prepared contracts, reviewed bidders, and effectively monitored the completion of contracted maintenance projects. He ensured compliance with project requirements, quality standards, and timelines. Additionally, Mr. Frisby is experienced in providing exceptional customer service, specializing in resolving residents' complaints with empathy and understanding. Skilled in identifying underlying issues and finding effective resolutions. He managed approximately 25 calls weekly, with a commitment to visiting constituents on site several times each week to ensure their concerns were addressed promptly and personally.

**US Army. Seargent.** Served as Construction Equipment Operator/Mechanic (MOS 62B); Combat Engineer; Earned Air Assault Wings, Expeditionary Medal, Army Achievement Medal. Served a support role for Operation Desert Shield/Desert Storm; held security clearance while stationed in Europe, servers on US Embassy support mission in the Middle East.

**Professional Achievements**

- Spearheaded an extensive Urban Forest Management Plan for 24,000+ trees.
- Secured over $750,000 in SCE rebates for transformative energy efficiency projects and upgrades.
- Managed high-profile projects such as "The Big Endeavour" and "ET Comes Home," (Space Shuttle Endeavor move).
- Directed teams for large-scale events at major venues (SoFi Stadium, The Forum), providing transportation management plans and logistical support.
- Obtained Cal-OES State Certification in emergency management, serving as Operations and Logistics Chief/Branch Director during critical and emergency situations.
- Served as Acting Public Works Director for the City of Inglewood, overseeing key municipal projects and services

Office of the
South Gate City Clerk

JUL 23 2026
FILED
9:45am

# Item No. 8

# *City of South Gate*
CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: July 22, 2026
Originating Department: City Attorney Office

*Department Director:* Raul Salinas *City Manager:* for Rob Houston

**SUBJECT:** ADOPTION OF A RESOLUTION RELEASING THE CITY'S SUBORDINATE DEED OF TRUST LIEN ENCUMBERING REAL PROPERTY LOCATED AT 2713 MADRID PLACE

**PURPOSE:** To approve and authorize execution of a Substitution of Trustee and Deed of Full Reconveyance releasing the City's subordinate deed of trust lien encumbering the real property at 2713 Madrid Place, upon the City's receipt of the $145,000 payoff owed under a shared appreciation loan.

**RECOMMENDED ACTION**: Adopt the attached Resolution:

a. 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;

b. Authorizing 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.

**FISCAL IMPACT:** Adoption of the Resolution will result in the City's receipt of $145,000 in payoff proceeds under the shared appreciation loan, consisting of the return of the City's $40,000 original principal plus the City's 22% share of the property's appreciation in the amount of $105,600. These funds are attributable to a loan originally made from the former Redevelopment Agency's Low- and Moderate-Income Housing Fund.

**BACKGROUND:** On December 10, 1998, the Redevelopment Agency of the City of South Gate (the "Agency") made a loan of $40,000 to Ramon Nandino to assist his purchase of the single-family residence located at 2713 Madrid Place, South Gate, California 90280 (the "Property"). The loan was made from the Agency's Low- and Moderate-Income Housing Fund as part of its first-time homebuyer Homeownership Assistance Program. Rather than a traditional mortgage, the loan

was a "shared appreciation loan" authorized by California Civil Code § 1917.006, the terms of which were set forth in a Shared Appreciation Promissory Note dated December 10, 1998. Under the Note, the $40,000 principal represented 22% of the Property's then-fair market value of $179,500, and upon any sale or transfer of the Property the City is entitled to receive (a) return of the $40,000 principal and (b) 22% of the "Proceeds of Sale." The Note is secured by a Subordinate Deed of Trust executed by Mr. Nandino, naming Comprehensive Housing Services, Inc. as Trustee and the Agency as beneficiary, recorded on December 17, 1998, as Instrument No. 98-2288319 in the Official Records of Los Angeles County. The City of South Gate is the Agency's successor in interest and current beneficiary under the Deed of Trust.

The City's lien was originally subordinate to a first deed of trust securing a $130,525 traditional mortgage loan made to Mr. Nandino by Sanwa Bank, recorded immediately prior to the City's Deed of Trust. The Sanwa Bank loan was fully repaid, and its lien was released by reconveyance in 2017, leaving the City in first-priority position.

Mr. Nandino's Property is the subject of a marital dissolution proceeding between Petitioner Ana Dolores Nandino and Respondent Ramon Nandino, in which the City of South Gate has appeared as Claimant/Intervenor. Because the Property is being transferred by judicial decree rather than in an arms-length sale, the Note requires the fair market value to be established by a qualified appraisal. An April 10, 2026 appraisal established a fair market value of $700,000. The parties have stipulated to the $700,000 fair market value and that, should the community residence be awarded to Petitioner, Petitioner will pay the City $145,000.

**ANALYSIS:** Applying the Note's formula, the amount payable to the City is calculated as follows: the appraised value of $700,000, less the original value of $179,500, yields appreciation of $520,500; less the City's original $40,000 principal yields "Proceeds of Sale" of $480,000; 22% of which is $105,600, for a total payable to the City of $145,000 (return of the $40,000 principal plus the $105,600 appreciation share).

To release the City's lien upon payment, the City Attorney has prepared a Substitution of Trustee and Deed of Full Reconveyance under which the City substitutes itself as Trustee in place of Comprehensive Housing Services, Inc. pursuant to Section 24 of the Deed of Trust, and, as substituted Trustee, reconveys the Property without warranty to the person(s) legally entitled thereto. So that the City's security is not released before it is paid, the executed and notarized instrument is to be delivered to escrow (with instructions not to record or release it until the loan proceeds are deliverable to the City) or, if payment is not handled through escrow, held by the City Attorney and recorded only after the City receives the fund.

**CONCLUSION:** Staff recommends adoption of the attached Resolution approving the Substitution of Trustee and Deed of Full Reconveyance and authorizing its execution and delivery upon the conditions described above, so that the City's subordinate deed of trust lien is released only after the City has received the $145,000 payoff owed under the Nandino shared appreciation loan.

**ATTACHMENT:**

A. Resolution No. 2026-____, with Exhibit A (Substitution of Trustee and Deed of Full Reconveyance) and Exhibit B (Subordinate Deed of Trust recorded December 17, 1998, as Instrument No. 98-2288319

**Exhibit A**-Substitution of Trustee and Deed of Full Reconveyance3

**Exhibit B**-Subordinate Deed of Trust, recorded December 17, 1998, as Instrument No. 98-2288319

**RESOLUTION NO. 2026-____**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBSTITUTION OF TRUSTEE AND DEED OF FULL RECONVEYANCE RELEASING THE CITY'S SUBORDINATE DEED OF TRUST ENCUMBERING THE REAL PROPERTY LOCATED AT 2713 MADRID PLACE, SOUTH GATE, CALIFORNIA (APN 6211-024-051), UPON RECEIPT OF THE PAYOFF AMOUNT OWED UNDER THE NANDINO SHARED APPRECIATION LOAN**

**WHEREAS,** on December 10, 1998, the Redevelopment Agency of the City of South Gate (the "Agency") made a $40,000 shared appreciation loan, authorized by California Civil Code § 1917.006, to Ramon Nandino from the Agency's Low- and Moderate-Income Housing Fund to assist his purchase of the real property located at 2713 Madrid Place, South Gate, California 90280, Assessor's Parcel Number 6211-024-051, and more particularly described as Lot 7 of Tract No. 52128, in the City of South Gate, County of Los Angeles, State of California (the "Property");

**WHEREAS,** the loan is evidenced by a Shared Appreciation Promissory Note dated December 10, 1998, under which the City is entitled, upon any sale or transfer of the Property, to a return of the $40,000 principal plus 22% of the "Proceeds of Sale";

**WHEREAS,** the Note is secured by a Subordinate Deed of Trust executed by Ramon Nandino, as Trustor, naming Comprehensive Housing Services, Inc. as Trustee and the Agency as beneficiary, recorded on December 17, 1998, as Instrument No. 98-2288319 in the Official Records of the County Recorder of Los Angeles County, California (the "Deed of Trust");

**WHEREAS,** the City of South Gate (the "City") is the Agency's successor in interest and the current beneficiary under the Deed of Trust;

**WHEREAS,** the Deed of Trust was originally subordinate to a first deed of trust securing a $130,525 loan made to Ramon Nandino by Sanwa Bank, which loan was fully repaid and its lien released by reconveyance in 2017, leaving the City in first-priority position;

**WHEREAS,** the Property is the subject of a marital dissolution proceeding between Petitioner Ana Dolores Nandino and Respondent Ramon Nandino, in which the City has appeared as Claimant/Intervenor, and the Property is being transferred by judicial decree rather than by an arms-length sale;

**WHEREAS,** consistent with the Note, an appraisal dated April 10, 2026 established the fair market value of the Property at $700,000, and the parties have stipulated to that value;

**WHEREAS,** applying the Note's formula—the $700,000 appraised value, less the $179,500 original value, equals $520,500 in appreciation; less the City's $40,000 original principal equals $480,000 in "Proceeds of Sale"; 22% of which is $105,600—the total amount payable to the City is $145,000, comprising the return of the $40,000 principal plus the $105,600 appreciation share (the "Payoff Amount");

**WHEREAS,** the City Attorney has prepared a Substitution of Trustee and Deed of Full Reconveyance, attached hereto as Exhibit A, under which the City substitutes itself as Trustee in place of Comprehensive Housing Services, Inc. pursuant to Section 24 of the Deed of Trust, and, as substituted Trustee, reconveys the Property, without warranty, to the person(s) legally entitled thereto;

**WHEREAS,** the reconveyance is exempt from documentary transfer tax as a reconveyance of realty upon satisfaction of a debt under Revenue and Taxation Code § 11921;

**WHEREAS,** the City Council desires to release the City's lien only after the City has received the Payoff Amount, and therefore to condition the recording and release of the reconveyance upon such receipt.

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

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The City Council hereby approves the Substitution of Trustee and Deed of Full Reconveyance in substantially the form attached hereto as Exhibit A, releasing and reconveying the City's Subordinate Deed of Trust recorded as Instrument No. 98-2288319 encumbering the Property.

**SECTION 3.** The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Substitution of Trustee and Deed of Full Reconveyance on behalf of the City, and the City Attorney is authorized to take such further actions and to approve such non-substantive changes as may be necessary to carry out the intent of this Resolution.

**SECTION 4.** The executed and notarized Substitution of Trustee and Deed of Full Reconveyance shall not be recorded or released until the City has received the Payoff Amount of $145,000. If payment is handled through escrow, the original instrument shall be delivered to the escrow officer with instructions that it not be recorded or released until the escrow officer is in a position to deliver the loan proceeds to the City; if payment is not handled through escrow, the City Attorney shall retain the original instrument and cause it to be recorded only after the City has received the funds.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution, which shall take effect immediately upon its adoption.

**PASSED, APPROVED** and **ADOPTED** this 28th day of July, **2026.**

**CITY OF SOUTH GATE:**

By:_____
Joshua Barron, Mayor

**ATTEST:**

By: _____
Yodit Glaze, City Clerk
(SEAL)

**APPROVED AS TO FORM:**

By:
Raul F. Salinas, City Attorney

**Attachments:**

**Exhibit A** — Substitution of Trustee and Deed of Full Reconveyance
**Exhibit B** — Subordinate Deed of Trust, recorded December 17, 1998, as Instrument No. 98-2288319

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Raúl Salinas, City Attorney

*(Space above line for Recorder's use)*

# SUBSTITUTION OF TRUSTEE AND DEED OF FULL RECONVEYANCE

The undersigned declares DOCUMENTARY TRANSFER TAX is $0.00. This is a reconveyance of realty upon satisfaction of a debt. R & T Code § 11921.

Assessor's Parcel Number: 6211-024-051

The undersigned, the City of South Gate (the "**City**"), is the Beneficiary under that certain Subordinate Deed of Trust dated December 10, 1998, executed by Ramon Nandino, as Trustor, naming Comprehensive Housing Services, Inc., as Trustee, and the City's Predecessor in Interest, the Redevelopment Agency of the City of South Gate, as lender and beneficiary, recorded on December 17, 1998, as Instrument No. 98-2288319 of Official Records in the Office of the County Recorder of Los Angeles County, California (the "**Deed of Trust**").

**Substitution of Trustee**: In accordance with Secton 24 of the Deed of Trust, the City hereby gives notice of the substitution and appointment of itself, the City of South Gate, in place and instead of Comprehensive Housing Services, Inc., as Trustee. The undersigned City hereby further vests in itself, as substituted Trustee, all of the rights, title, estate, power, duty and trusts conferred by said Deed of Trust upon the Trustee named therein.

**Reconveyance**: The undersigned City, as substituted Trustee, does hereby reconvey to the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by Trustee under said Deed of Trust.

Dated: _____ ___, 2026

The City of South Gate,
a municipal corporation

By: _____
**Joshua Barron, Mayor**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

On _____ ___, 2026, before me, _____, a notary public, personally appeared Joshua Barron, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

98 2288319

WHEN RECORDED RETURN TO

Name: REDEVELOPMENT AGENCY OF THE CITY OF SOUTH GATE
Address: COMMUNITY DEV. DEPT.
City 8650 CALIFORNIA AVE.
State SOUTH GATE, CA. 90280
Zip:

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
DEC 17 1998 AT 8 A.M.

SPACE ABOVE FOR RECORDERS USE

ORDER NUMBER: 782177-38

D.A. FEE Code 20 $ 2.00

FEES 43 11
13

ESCROW/LOAN NO:

APN #: 6211-024-051

# TITLE(S) OF DOCUMENT

SUBORDINATE DEED OF TRUST

This page is added to the attached document as the First Page or Sheet there of does not comply with the requirements of Section 27361.6 of Government Code AND BECOMES A PERMANENT PART OF THE RECORDED DOCUMENT.

Said code provides in part that " Except as otherwise provided by law or regulation, all documents submitted for recording shall have at least a 1/2-inch margin on the two vertical sides except in the space reserved for recording information. At least the top 2 1/2 inches of the first page shall be reserved for recording information, the left hand 3 1/2 inches of the space shall be used by the public to show the name of the person requesting recording and the name and address to which the document is to be returned following recording. In the event the first page or sheet of a document does not comply with these requirements, a separate page shall be attached by the party requesting recording to the front of the document which meets these criteria and which reflects the title or titles of the document as required by Section 27324."

**NOTICE**

The failure for the attached document to comply with the above may result in the County Recorder assessing a $3.00 per page penalty, including this page, over and above the normal recording fees.

OLD REPUBLIC TITLE COMPANY

(wp51\doc\record1)

OLD REPUBLIC TITLE CO.

WHEN RECORDED MAIL TO

REDEVELOPMENT AGENCY OF THE
CITY OF SOUTH GATE
Community Development Department
8650 California Avenue
South Gate, CA 90280

EXEMPTION RECORDING FEE CODE 6103

732177-38

## SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is made this 10th day of December, 1998, among the Trustor(s), Ramon Nandino, A/SINGLE/MAN/ R.O. An unmarried man (herein "Borrower"), Comprehensive Housing Services, Inc., herein "Trustee"), and the Beneficiary, who is the Redevelopment Agency of the City of South Gate public agency (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with the power of sale, the following described property located in the County of Los Angeles, State of California:

LOT 7 OF TRACT NO. 52128, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1218 PAGE(S) 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS IS A SECOND DEED OF TRUST SUBJECT TO FIRST DEED OF TRUST RECORDING CONCURRENTLY HEREWITH.

which has the address of 2713 Madrid Place (Street),
South Gate (City), California 90280 (Zip Code)
(herein "Property Address");

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TOGETHER with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances and rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property".

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's Promissory Note dated December 10 , 1998 * and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $ 40,000 advances in accordance and herewith to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained. The loan evidenced by the Promissory Note and secured by this Security Instrument is being made pursuant to the Redevelopment Housing Set-Aside Fund and the regulations issued thereunder.

* Concurrently

In addition to the Loan, the Borrower obtained a Deed of Trust loan (The "First Deed of Trust Loan") from Sanwa Bank (the "Senior Lien Holder"), which loan is secured by first deed of trust lien on the Property.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and except for the first Deed of Trust and other encumbrances of record acceptable to the Senior Lien Holder, that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal indebtedness evidenced by the Promissory Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Borrower shall pay to the Senior Lien Holder a sum (herein "Funds) equal to: (a) yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly premium installments for hazard insurance; (d) yearly premium installments for mortgage insurance, if, that are reasonably estimated initially and from time to time by the Senior Lien Holder on the basis of assessments and bills and reasonable estimates thereof. If there is no Senior Lien Holder, Borrower is to make all payments for taxes and insurance to the Lender. Borrower shall not be obligated to make such payments to the holder of a prior mortgage or Deed of Trust if such holder is in institutional Lender. Said payments shall be made on the first day of each month commencing on February 1, 1999



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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest to be paid, Lender shall not be paid to Borrower, and unless such agreement is made of applicable law requires such interest to be paid, Lender shall not be required to pay borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to borrower any Funds held by Lender. If the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrow's obligations under any mortgage, Deed of Trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument and leasehold payments or ground rents, if any.

4. **Subordination.** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling and they supersede any other terms and provisions herein conflict therewith. In the event of a foreclosure of the First Deed of Trust, any other provisions in any other collateral agreement



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restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property, Any person, including his/her successors or assignees (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure of Deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a Deed in Lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (1) the Lender has been given written notice of a default under the First Deed of Trust and (2) the Lender shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Lender.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards, including floods or flooding. This insurance shall be maintained in the amounts and for the periods that the Senior Lien Holder and/or the Lender may require and in such amounts and for such periods as the Senior Lien Holder and the Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. All original policies of insurance required pursuant to the First Deed of Trust shall be held by the Senior Lien Holder; provided, however, Lender may be named as a loss payee as its interest may appear and may be named as an additional insured. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier, the Senior Lien Holder and the Lender. Lender may make proof of loss if not made promptly by the Senior Lien Holder or the Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if the Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.



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Not withstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Deed of Trust.

6. **Occupancy, Preservation and Maintenance and Protection of the Property.** Borrower shall occupy, establish and use the Property as the Borrower's principal residence and shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any legal action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees and take such action as is necessary to protect Lender's interest. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Prior to taking any actions, Lender shall notify the Senior Lien Holder and shall provide the Senior Lien Holder with opportunity to cure a default hereunder advanced by the Senior Lien Holder and shall be secured by the First Deed of Trust. The Senior Lien Holder shall have the right to exercise all rights and remedies under the First Deed of Trust.

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect.

9. **Inspection.** Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a total taking of this Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the Borrower.



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**11. Borrower not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

**13. Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. Any notices required to be given to the Senior Lien Holder shall be given by first class mail to the following address:

SANWA BANK

9020 East Steele Street

Rosemead, CA 91770

or such other address the Senior Lien Holder designates by notice to the Borrower.

**14. Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Promissory Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Promissory Note which can be given effect without the conflicting provision and to this end the provisions of this Security Instrument and the Promissory Note are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

**15. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Promissory Note and Security Instrument at the time of execution or after recordation hereof.



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**16. Transfer of the Property or a Beneficial Interest in Borrower.** Except for a conveyance to the trustee under the First Deed of Trust, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. This option shall not be exercised by the Lender if the exercise is prohibited by federal law as of the date of this Security Instrument.

If the Lender exercises this option, Lender shall give Borrower and the Senior Lien Holder prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**17. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days before the sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Promissory Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 16.

Notwithstanding, Lender's right to invoke any remedies hereunder, as provided in Section 7 above, Lender agrees that is will not commence foreclosure proceedings or accept a deed in lieu of foreclosure or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days prior written notice.

The Borrower and the Lender agree that whenever the Promissory Note or this Security Instrument gives the Lender the right to approve or consent with respect to any matter affecting the Property or otherwise, and a right of approval or consent with regard to the same matter is also granted to the Senior Lien Holder pursuant to the First Deed of Trust, the Senior Lien Holder's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Lender.

**18. Sale of Note; Change of Loan Servicer.** The Promissory Note or a partial interest in the Promissory Note (together with this Security Instrument) may be sold one or more times without prior notice to the Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that may collect monthly payments under the Promissory Note and Security Instrument.



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There also may be one or more changes of the Loan Servicer unrelated to a sale of the Promissory Note. If there is a change in the Loan Servicer, Borrower will be given written notice of the change in accordance with Section 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments, if any, should be made. The notice will also contain any other information required by applicable law.

**19. No Assignment.** Until the loan secured by the First Deed of Trust has been satisfied in full, Lender and the Borrower agree that the Promissory Note and the Security Instrument will not be assigned without the Senior Lien Holder's prior written consent.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow any one else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall nor apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, Borrower shall notify the Senior Lien Holder that such remedial action is necessary and shall obtain the Senior Lien Holder's prior written consent for such remedial action.

As used in this Section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

As used in this Section, "Environmental Law" means federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety and environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Section 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date of notice is mailed to Borrower ( and with respect to the Senior Lien Holder, 60 days from the date the notice is given to the Senior Lien Holder), by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court



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action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, and the Senior Lien Holder has not exercised its right to cure the breach, then Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and acceleration of the sums secured by this Security Instrument and sale of the Property.

Notwithstanding Lender's right to invoke any remedies hereunder, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days prior written notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand of Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchase Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

**22. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration hereof or abandonment of the property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Investment. Lender and the receiver shall be eligible to account only for those rents actually received.



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**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to the Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**24. Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Modification of First Deed of Trust Loan Documents.** The Lender consents to any agreement or arrangement in which the Senior Lien Holder waives, postpones, extends, reduces or modifies any provisions of the First Deed of Trust loan documents, including provisions requiring the payment of money.

BY SIGNING BELOW, The Borrower and the Lender accept and agree to the terms and covenants contained in this Security Instrument.

RAMON NANDINO - Borrower

_____ - Borrower



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## ADDENDUM TO DEED OF TRUST

This Addendum to Deed of Trust is part of the Deed of Trust dated December , 1998 to which it is attached between Ramon Nandino, A/S/M/W/P/M An unmarried man

as Trustor, and THE REDEVELOPMENT AGENCY OF THE CITY OF SOUTH GATE, as Beneficiary. The following provisions are made a part of the Deed of Trust:

1. Shared Appreciation Loan. Trustor acknowledges and agrees the loan evidenced by the promissory note (the "Note") secured by this Deed of Trust is a "shared appreciation loan" as defined in California Civil Code Section 1917.006. This Deed of Trust secures the payment of the Principal Amount plus the Shared Appreciation as those terms are defined in the Note.

2. No Transfer. Trustor acknowledges and agrees that Trustor must live in and maintain the Property as its principal residence and shall not rent or lease the Property to any third party person. Any sale or transfer of the Property is subject to the provisions of the Note and this Deed of Trust.

3. No Discrimination. The Trustor covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any persons on account of race, color, creed, religion, sex, sexual preference, age, marital status, physical handicap, medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

4. Nondiscrimination Clauses. All deeds, leases or contracts made relative to the Property, the improvements thereon or any part thereof, shall contain or be subject to the nondiscrimination clauses set forth in California Health and Safety Code Section 33436.

5. Subordination. The Redevelopment Agency of the City of South Gate has found that an economically feasible alternative that does not include subordination to a Bank as senior lender, is not reasonably available. Therefore, upon written request by Trustor, Beneficiary shall agree that the terms and conditions of the Note and this Deed of Trust shall be subject to and subordinate to the terms and conditions of a deed of trust in favor of Sanwa Bank ("Senior Lender") securing a loan by the Senior Lender to Trustor, in the amount of $130,525.00; provided the Senior Lender agrees to include in its deed of trust the following conditions: (i) Agency shall receive any notices of default issued by the Senior Lender to Trustor, (ii) Agency shall have the right to cure any default by Trustor within sixty (60) days after a notice of default, and (iii) Agency shall have the right to foreclose its Deed of Trust without the Senior Lender accelerating its debt provided Agency has cure or is attempting to cure any defaults under the Senior Lender's deed of trust.

RAMON NANDINO

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 10, 1998 (Date) before me, Cindy J. Galindo (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Ramon Nandino (Name(s) of Signer(s))

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CINDY J. GALINDO
Commission # 1152748
Notary Public - California
Los Angeles County
My Comm. Expires Oct 31, 2001

WITNESS my hand and official seal.

Cindy J. Galindo
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Subordination Deed of Trust

Document Date: December 10, 1998 Number of Pages: 10

Signer(s) Other Than Named Above: same as above

### Capacity(ies) Claimed by Signer(s)

| Signer's Name: | Signer's Name: |
|---|---|
| ☐ Individual | ☐ Individual |
| ☐ Corporate Officer<br>Title(s): | ☐ Corporate Officer<br>Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Attorney-In-Fact | ☐ Attorney-In-Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |
| RIGHT THUMBPRINT OF SIGNER Top of thumb here | RIGHT THUMBPRINT OF SIGNER Top of thumb here |

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Office of the
South Gate City Clerk

JUL 23 2026

FILED

12:13pm

# Item No. 9

# *City of South Gate*

## CITY COUNCIL

# AGENDA BILL

*For the Regular Meeting of:* ***July 28, 2026***

Originating Department: **Parks and Recreation**

***Department Head:*** Tina De La Rosa
*Tina De La Rosa*

***City Manager:*** Arturo Cervantes
for *Rob Houston*

**SUBJECT: PURCHASE ORDER FOR A CHEVROLET SILVERADO EV CREW CAB ELECTRIC TRUCK**

**PURPOSE:** To approve the purchase of a Chevrolet Silverado EV Crew Cab electric truck for the Park and Recreation Department using South Coast Air Quality Management District (AQMD) funding.

**RECOMMENDED ACTIONS:** Approve 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.

**FISCAL IMPACT**: The Fiscal Year 2026-2027 Budget includes $75,000 in South Coast Air Quality Management District (AQMD) Fund Account No. 223-460-61-9003 for the purchase of the Chevrolet Silverado EV Crew Cab electric truck. The total purchase price is $69,163.32.

**BACKGROUND:** This vehicle is an essential piece of equipment used in Park Maintenance. It is used to remove trash and debris and pull trailers to transport equipment. This vehicle will also be used to transport Community Service Workers and Conservation Corps of Long Beach interns to assigned work areas throughout City Parks. The vehicle will be purchased through Sourcewell Contract No. 081325-NAF. The State of California has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements, as stated in the City's Municipal Code, therefore no further bidding or quotes need to be obtained for this purchase.

**ATTACHMENTS:** A. Quote from National Auto Fleet Group.

**Exhibit A**
**Agenda Bill 07/28/26**

# National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/13/2026

Government Quote ID: **43921**

Order Cut Off Date: **7/24/2026**

Daniel Rodriguez
City of South Gate
Parks

8650 California ave

South Gate , California, 90280

Dear Daniel Rodriguez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
**One (1) New/Unused (2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range LT, )** and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Total Savings |
|---|---|---|---|---|
| Contract Price | $64,305.00 | $62,442.05 | 2.897 % | $1,862.95 |
| Tax (10.7500 %) | | $6,712.52 | | |
| Tire fee | | $8.75 | | |
| Total | | $69,163.32 | | |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

Sourcewell Awarded Contract Contract # 081325-NAF

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

# Purchase Order Instructions & Resources

***Once units are scheduled by OEM, no cancellations are accepted***

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

## Additional Resources

| | |
|---|---|
| Learn how to track your vehicle: | www.NAFGETA.com |
| Use the upfitter of your choice: | www.NAFGpartner.com |
| Vehicle Status: | ETA@NationalAutoFleetGroup.com |
| General Inquiries: | Fleet@NationalAutoFleetGroup.com |

For general questions or assistance please contact our main office at:

**1-855-289-6572**

# Vehicle Configuration Options

**EMISSIONS**

| Code | Description |
|---|---|
| FE9 | Emissions, Federal requirements |

**ENGINE**

| Code | Description |
|---|---|
| EN0 | Engine, none, (STD) |

**TRANSMISSION**

| Code | Description |
|---|---|
| MF1 | Transmission, none, (STD) |

**PREFERRED EQUIPMENT GROUP**

| Code | Description |
|---|---|
| 2LT | LT Preferred Equipment Group, includes standard equipment |

**WHEELS**

| Code | Description |
|---|---|
| RIP | Wheels, 18" X 8.5" (45.7 cm x 21.6 cm), (STD) |

**TIRES**

| Code | Description |
|---|---|
| QWJ | Tires, LT265/70R18, all-season blackwall, (STD) |

**PAINT**

| Code | Description |
|---|---|
| GAZ | Summit White |

**SEAT TYPE**

| Code | Description |
|---|---|
| AR9 | Seats, front bucket, (STD) |

**SEAT TRIM**

| Code | Description |
|---|---|
| HCN | Black, Evotex seat trim |

**ADDITIONAL EQUIPMENT**

| Code | Description |
|---|---|

| | |
|---|---|
| CGN | Chevytec spray-on bedliner, Black, (does not include spray-on liner on tailgate due to Black composite inner panel) |
| RIA | LPO, All-weather floor liners, (dealer-installed) |

**CHARGING CORD**

| Code | Description |
|---|---|
| PSC | Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection |

**BATTERY**

| Code | Description |
|---|---|
| EWX | Battery Pack, Standard Range, (STD) |

**GVWR**

| Code | Description |
|---|---|
| C5F | GVWR, 9990 lbs. (4531 kg) |

**PROPULSION**

| Code | Description |
|---|---|
| XRJ | Dual Motor 4WD, (STD) |

# 2026 Fleet/Non-Retail Chevrolet Silverado EV e4WD Crew Cab Standard Range LT

## *WINDOW STICKER*

2026 Chevrolet Silverado EV e4WD Crew Cab Standard Range LT

| CODE | MODEL | MSRP |
|---|---|---|
| CT35843 | 2026 Chevrolet Silverado EV e4WD Crew Cab Standard Range LT | $60,900.00 |
| | **OPTIONS** | |
| FE9 | Emissions, Federal requirements | $0.00 |
| EN0 | Engine, none, (STD) | $0.00 |
| MF1 | Transmission, none, (STD) | $0.00 |
| 2LT | LT Preferred Equipment Group, includes standard equipment | $0.00 |
| RIP | Wheels, 18" X 8.5" (45.7 cm x 21.6 cm), (STD) | $0.00 |
| QWJ | Tires, LT265/70R18, all-season blackwall, (STD) | $0.00 |
| GAZ | Summit White | $0.00 |
| AR9 | Seats, front bucket, (STD) | $0.00 |
| HCN | Black, Evotex seat trim | $0.00 |
| CGN | Chevytec spray-on bedliner, Black, (does not include spray-on liner on tailgate due to Black composite inner panel) | $545.00 |
| RIA | LPO, All-weather floor liners, (dealer-installed) | $265.00 |
| PSC | Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection | $0.00 |
| EWX | Battery Pack, Standard Range, (STD) | $0.00 |
| C5F | GVWR, 9990 lbs. (4531 kg) | $0.00 |
| XRJ | Dual Motor 4WD, (STD) | $0.00 |

Please note selected options override standard equipment

| | |
|---|---|
| **SUBTOTAL** | **$61,710.00** |
| Advert/ Adjustments | $0.00 |
| Manufacturer Destination Charge | $2,595.00 |
| **TOTAL PRICE** | **$64,305.00** |

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Notes

| Quote ID: 43921 |
| --- |
| |
| |
| |

## Standard Equipment

### MECHANICAL

| |
|---|
| Engine, none (STD) |
| Battery Pack, Standard Range (Up to 605 hp and 605 lb-ft of torque in Tow/Haul Mode.) (STD) |
| Transmission, none (STD) |
| Dual Motor 4WD Performance Torque Vectoring Dual Motor 4WD (Electronic), 2 motors (1 front & 1 rear electric drive unit) (STD) |
| Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection |
| GVWR, 9990 lbs. (4531 kg) |

### EXTERIOR

| |
|---|
| Wheels, 18" X 8.5" (45.7 cm x 21.6 cm) high gloss Black painted aluminum (STD) |
| Tires, LT265/70R18, all-season blackwall (STD) |

### INTERIOR

| |
|---|
| Seats, front bucket (STD) |

### ADDITIONAL EQUIPMENT

| |
|---|
| Assisted Driving Package includes (UGN) Enhanced Automatic Emergency Braking, (UVZ) Reverse Automatic Braking, (UFB) Rear Cross Traffic Braking, (CTB) Intersection Automatic Emergency Braking, (UKK) Rear Pedestrian Alert, (HS1) Safety Alert Seat, (UOW) Side Bicyclist Alert, (UVX) Traffic Sign Recognition, (UV2) HD Surround Vision and (KSG) Adaptive Cruise Control (Includes (UKI) Blind Zone Steering Assist and (UKM) Lane Keep Assist with Lane Departure Warning.) |
| Pickup bed, 5 ft 11 inches |
| Electronic Precision Shift electronic transmission range selector with Low selection for throttle off regenerative braking and one-pedal driving capability |
| Emission system zero emission vehicle (ZEV) |
| Chassis, Dual Motor 4WD |
| Front Drive Unit 1-motor, Integrated Inverter, Park System |
| Rear Drive Unit 1-motor, Integrated Inverter |
| DC fast charging (14MOD is 475V, up to 220kW) |
| Charging module, 11.5 kW high-voltage |
| Vehicle-to-home all V2H-capable GM EV's can provide power to your properly equipped home in a blackout to all equipment groups (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the |

| |
|---|
| duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.) |
| Suspension, 4-wheel independent suspension with premium ride and handling |
| Brakes, front and rear sliding caliper disc with DURALIFE rotors, with Variable Regen on Demand capability |
| Brake rotor, FNC |
| Trailer brake controller, integrated |
| Jack, mechanical, with tools located in the eTrunk |
| Wheel, spare, 18" X 8.0" (45.7 cm x 20.3 cm), steel |
| Tire, spare LT225/65R18, all-season blackwall |
| Assist steps, Black, wheel to wheel |
| Shutters, front upper and lower grille, active |
| IntelliBeam, automatic high beam on/off |
| Headlamps, LED, uplevel with LED Daytime Running Lamps |
| Tail lamps, LED |
| LED Cargo Area Lighting located in cargo bed activated with switch on instrument panel |
| Mirrors, outside heated power-adjustable, power-folding and driver-side auto-dimming, side perimeter lighting and memory |
| Mirror caps, painted Black |
| Window, front side, solar absorbing |
| Window, rear side, solar absorbing, privacy tinting |
| Glass, deep-tinted, rear door and rear cab |
| Wipers, front rain-sensing |
| Tailgate, standard |
| Tailgate, gate function manual with EZ Lift |
| Tailgate, locking |
| Door handles, body-color |
| SiriusXM Trial Subscription (IMPORTANT: the SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.) |
| Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition |
| Audio system feature, 6-speaker system |
| Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.) |
| 5G vehicle connectivity |
| Evotex seat trim |
| Seat adjuster, front passenger 4-way manual |
| Seat adjuster, driver 2-way power lumbar |
| Seat adjuster, driver 8-way power |
| Seats, heated front driver and passenger cushion and back with dual mode switches |

| |
|---|
| Seat, rear 60/40 folding bench |
| Console, floor-mounted with lid 4 cup holders, front 2 are sliding, type-C USB ports, Auxiliary and 120V Power Outlets |
| Floor Covering, Black Carpeting |
| Floor mats, front, carpeted |
| Floor mats, rear, carpeted |
| Steering Wheel, 3-spoke, Sport |
| Steering wheel, heated |
| Steering column, manual tilt and telescoping |
| Steering wheel audio controls |
| Driver Information Center 11" diagonal display with fully digital color |
| Windows, driver express up/down and front passenger and rear windows express down only |
| Door locks, power |
| Power Hood, Hands free, eTrunk release with power up and power down |
| Remote vehicle starter system pre-conditioning |
| Keyless Open and Power On includes 2 remote transmitters that enable automatic door unlock and open by touching door switch |
| Universal Home Remote, Virtual, accessible through infotainment |
| Adaptive Cruise Control (Included with (AS2) Assisted Driving Package.) |
| Theft-deterrent system, unauthorized entry |
| Alarm, remote panic |
| Wireless Phone Charging |
| USB Ports, 2, Type-C Charge/Data ports located on floor console |
| USB port, type-C, located within the center console armrest bin |
| USB Ports, rear, dual, Type-C charge-only |
| Power outlet, front console, 12-volt |
| Power outlet, 120-volt, on back of floor console |
| Power outlet, 110-volt, located in the eTrunk |
| Power inverter, off power mode |
| Air conditioning, dual-zone automatic climate control |
| Air vents, rear, heating/cooling |
| Air filter, pollutant |
| Air conditioning, refrigerant, low GWP |
| Defogger, rear-window electric |
| Sensor, cabin humidity and windshield temperature |
| Map pocket, front passenger seatback |
| Mirror, inside rearview auto-dimming |
| Ambient lighting |
| eTrunk, lockable weather-proof and lit compartment with 120 volt outlet, cargo tie-downs and drain holes |
| Enhanced Automatic Emergency Braking (Included with (AS2) Assisted Driving Package.) |

| |
|---|
| Reverse Automatic Braking (Included with (AS2) Assisted Driving Package.) |
| Rear Cross Traffic Braking (Included with (AS2) Assisted Driving Package.) |
| Front Pedestrian and Bicyclist Braking |
| Intersection Automatic Emergency Braking intersection alert, braking (Included with (AS2) Assisted Driving Package.) |
| StabiliTrak, Stability Control System with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist |
| Airbags, Frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.) |
| Virtualized Ride Mode Interface |
| Side Bicyclist Alert (Included with (AS2) Assisted Driving Package.) |
| LED Reflective Windshield Collision Alert |
| Traffic Sign Recognition (Included with (AS2) Assisted Driving Package.) |
| HD Surround Vision with Trailer View Camera Provision (Included with (AS2) Assisted Driving Package.) |
| Blind Zone Steering Assist (Included with (AS2) Assisted Driving Package. Replaced with (UKW) Blind Zone Steering Assist with Trailering when (ZL6) Trailer Integration Package is ordered.) |
| Lane Keep Assist with Lane Departure Warning, enhanced (Included with (AS2) Assisted Driving Package.) |
| Front and Rear Parking Assist |
| Hitch View |
| Hitch Guidance |
| Following Distance Indicator |
| Forward Collision alert |
| Rear Pedestrian Alert (Included with (AS2) Assisted Driving Package.) |
| Rear Seat Reminder |
| Seat Belt adjustable Guide Loops, front row |
| Seat Belt, front passenger presence detector |
| Seat belt, rear passenger presence detector |
| Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu |
| LATCH system (Lower Anchors and Tethers for CHildren) for child restraints seats |
| Safety Alert Seat (Included with (AS2) Assisted Driving Package.) |
| Door locks, rear child security lock manual child lock system (rear door latch) |
| Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver |

| |
|---|
| Tire Pressure Monitoring System auto learn, includes Tire Fill Alert |
| OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.) |
| Trailering Information Label |

2026/27 SUPPLEMENTALS

RE: Supplementals

Steven Aragon
To: Ana Medina; Raul Rodriguez
Cc: Danny Rodriguez; Donna Salazar; Glenn Massey; James Markel; Jose Covarrubias; Leslie Consuegra; Tina De La Rosa; Lucero Rosas; Noemi Aguilera; Rocio Solares
You replied to this message on 7/8/2026 7:59 AM.

Reply | Reply All | Forward | ...

Mon 7/6/2026 3:05 PM

HI Ana,

This is the one supplemental that was approved. FY 2026/27

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| AQMD | Equipment | Replacement | Ford F150 or similar vehicle | 223-460-61-9003 | Replacement Vehicle AQMD | One-Time | $ 75,000 | n/a | $ 75,000 | Replace Unit #483, it's a 2004 Chevrolet Van. Due to severe, recurring mechanical issues that make it financiallly unresonable to continue operating, the cost supersededs the value of the vehicle, and presents a safety hazard. The PW Garage Superintentdent has recommemded to replace the vehicle with a Ford F150 pick up truck or simular. |

13

Office of the
South Gate City Clerk

JUL 23 2026

FILED
9:37am

# Item No. 10

# *City of South Gate*
## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **Police**

*Department Director:* Manuel Arana
*Manuel Arana*

*City Manager:* Arturo Cervantes
for *Rob Houston*

**SUBJECT: TO ACCEPT A PRIVATE DONATION AND RATIFY THE PURCHASE AND TRAINING OF A POLICE CANINE (K9).**

**PURPOSE:** To authorize the acceptance of a $20,000 private donation from Mr. Ronald Loynds to assist with the purchase and training of a Police Service Canine (K9) for the South Gate Police Department, to ratify the purchase and training already initiated with Gold Coast K9 Services, LLC., and to amend the Fiscal Year 2026-2027 Budget accordingly.

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

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 2026-2027 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).

**FISCAL IMPACT:** There is no fiscal impact to the City's General Fund from the acquisition of the canine. The total cost for the purchase of the Police Service Canine is $8,500 (100-502-21-9005) and the cost of initial training is $11,500 (100-502-21-6340), plus $871.25 for taxes (235-570-21-6340), for a total project cost of $20,871.25. The $20,000 donation from Mr. Ronald Loynds will offset a portion of these costs. The remaining balance ($871.25) is budgeted in the FY 2026-27 Police Department budget and funded through the Police Department's Asset Forfeiture Fund. The use of Asset Forfeiture Funds for canine acquisition is a permissible law enforcement expenditure under applicable state and federal asset forfeiture guidelines, and these funds supplement, rather than supplant, existing appropriations. Ongoing program costs, including veterinary care, food, equipment, and handler canine-care compensation required under the Fair Labor Standards Act, will continue to be absorbed within the K9 Program's existing operating budget, as the new canine replaces medically retired K9 Chavo on a one-for-one basis.

**ANALYSIS:** The South Gate Police Department has maintained a successful Police Canine

Program that enhances officer safety, assists in apprehending suspects, locates missing persons, and supports narcotics enforcement operations. The Department has previously received generous donations from Mr. Ronald Loynds that have funded the purchase and training of Police Service Canines currently assigned to the Department.

Mr. Loynds has once again demonstrated his commitment to public safety by donating $20,000 toward the purchase and training of a replacement patrol K9. Acceptance of this donation will enable the Department to continue maintaining a fully operational K9 Program without placing an additional burden on the City's General Fund.

**BACKGROUND:** The South Gate Police Department's K9 Program currently consists of two Patrol Service Canines and one Narcotics Detection Canine. These K9s were acquired through the generosity of Mr. Ronald Loynds, whose continued support has been instrumental in the success of the program.

Approximately two months ago, K9 Chavo was medically retired due to health complications, creating the need to replace one of the Department's patrol service dogs.

To ensure continuity of the K9 Program, Mr. Loynds generously donated $20,000 for the purchase and training of a replacement Police Service Canine. The Department has initiated the purchase of the new K9 from Gold Coast K9 Services, and the canine is currently undergoing handler training with Officer Ocampo. Due to the operational need to restore patrol canine coverage and the vendor's scheduled handler school, the purchase was initiated in advance of Council action; the recommended actions, therefore, include ratification of the purchase. Gold Coast K9 Services LLC supplied and trained the Department's existing canines, and continuity of vendor, canine evaluation, and training methodology supports this selection consistent with the City's purchasing procedures. The donated funds have been received and deposited by the City. The team is expected to successfully complete certification and become operational on or about August 14, 2026.

The Police Department respectfully requests that the City Council accept this generous donation, ratify the purchase, and appropriate the funds to support the acquisition and training of the new Police Service Canine.

**ATTACHMENTS:** A. Gold Coast K9 Services LLC Invoice No. SGPD-38

Gold Coast K9/K9 Services LLC
PO Box 5009
Ventura, CA 93005 US
8056600304
rodney@goldcoastk9.com
www.goldcoastk9.com

# Invoice SGPD - 38

BILL TO
Johanna Monterroza
South Gate Police Department
8620 California Ave.
South Gate, CA 90280

| DATE | PLEASE PAY | DUE DATE |
|---|---|---|
| 07/01/2026 | $20,871.25 | 07/31/2026 |

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| POLICE SERVICE DOG (K9 BRUTUS) | 1 | 8,500.00 | 8,500.00T |
| SIX (6) WEEK TWO HUNDRED FORTY (240) HOURS POLICE SERVICE DOG(S) DUAL PURPOSE HANDLER SCHOOL | 1 | 11,500.00 | 11,500.00 |

Guarantee: Due to our thirty (30) day testing/evaluation and pre training period prior to making a GCK9 available, each dog will come with x-rays, health certificates, current vaccinations and a twelve (12) month congenital medical condition and twelve (12) month working guarantee. Agencies that conduct their own basic K9 school and/or maintenance training will receive a twelve (12) month congenital guarantee and a three (3) month working guarantee beginning at the time the buyer takes possession. Congenital claims must be in writing from a licensed Veterinarian, there are no

CASH refunds, replacements only.

If you have any questions concerning this invoice, call:
Rodney Spicer (805) 647-1799

| | |
|---|---|
| SUBTOTAL | 20,000.00 |
| TAX (on Police Service Dog) | 871.25 |
| TOTAL | 20,871.25 |
| TOTAL DUE | $20,871.25 |

## Ways to pay

View and pay

THANK YOU.

THANK YOU FOR YOUR BUSINESS!!!

Office of the
South Gate City Clerk

JUL 23 2026

FILED

9:36 am

# Item No. 11

# *City of South Gate*

CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: **July 28, 2026**
Originating Department: **Office of the City Clerk**

***City Clerk:*** *Yodit Glaze* ***City Manager:*** *Arturo Cervantes* for *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 May 12, 2026;
b. The Regular Meeting Minutes from May 26, 2026;
c. The Special and Regular Meeting Minutes of June 9, 2026;
d. The Special and Regular Meeting Minutes of June 23, 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:** City Council Minutes

# CITY OF SOUTH GATE
# SPECIAL CITY COUNCIL MEETING
# MINUTES
# TUESDAY, MAY 12, 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, City Attorney Raúl F. Salinas

**1 PROCLAMATION** The City Council issued a Proclamation declaring May 2026, as Water Safety Month.

**2 PROCLAMATION** The City Council issued a Proclamation declaring May 2026, as Older Americans Month.

**3 CERTIFICATES OF APPRECIATION** The City Council issued Certificates of Appreciation to the 5200 Block of Almira Road Neighborhood Watch Group.

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:54 p.m. and reconvened at 6:39 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), and 54956.9(d)(1)(4)

a. Abrianna Lisette Bracamontes v. City of South Gate, et al.
b. Savannah Nolasco GAL Tania Nolasco v. LAUSD, City of South Gate, et al.
c. Richard Renteria v. City of South Gate, et al.

Item 1(a) is a trip and fall on the city sidewalk. There was a motion that was combined with that matter and matter 1(c), which is a claim injury from someone that fell on an open meter box. Both motions were made by Council Member Hurtado and seconded by Vice Mayor Rios and on a vote of 5-0, the City Council authorized the defense of those matters.

On Item 1(b), the City Attorney reported that matter had been resolved and the city was dismissed from that case pursuant to stipulation because the matter involved LAUSD and did not fall within the jurisdiction of the City of South Gate.

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

On item 2(a), there was a presentation made by city manager and upon completion of that presentation, there was no reportable action taken.

**ADJOURNMENT** Mayor Barron unanimously adjourned the meeting at 6:41 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, MAY 12, 2026

**CALL TO ORDER** Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:41 p.m.

**INVOCATION** Tina De La Rosa, Acting Director of Parks & Recreation

**PLEDGE OF ALLEGIANCE** Luis Frausto, Director of Administrative Services

**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
**LICENSES & PERMITS** Following the conclusion of the public hearing, the City Council waived the reading in full and introduced Ordinance No. 2026-05-CC entitled Ordinance of the City Council of the City of South Gate, California, granting a ten-year franchise agreement to Torrance Pipeline Company, LLC, for the use, maintenance, repair, and replacement of one existing pipeline beneath specified public streets, together with related appurtenances, for the transmission and distribution of oil and oil products by motion of Council Member Davila and seconded by Council Member Hurtado.

**ROLL CALL:** Council Member Hurtado, yes; Council Member Davila, yes; Mayor Barron, yes; Vice Mayor Rios was recused; Council Member Avalos was recused.

Arturo Cervantes, Director of Public Works, gave the presentation and stated that it is a ten-year franchise, not a five-year franchise.

Council Member Hurtado asked if Vice Mayor Rios might have to recuse himself and not be present since the pipeline passes by the college and it has not been six months since his retirement.

City Attorney Salinas stated that the pipeline runs by the LA Community College District. He explained that Vice Mayor Rios does not have an interest in that; he was an employee of the district, is a resident of the City of South Gate, and does not live where the pipeline is located. He would not be impacted by this nor stand to gain financially.

1
LICENSES & PERMITS
CONT'D

Mayor Barron asked if anyone in the audience wished to speak on this item.

Mario Dominguez, a South Gate resident, instructed, ordered, and demanded that the Council Members direct the City Attorney to include a stipulation or clause in the contract requiring Torrance Pipeline to contribute $65,000 annually to South Gate's Park Enhancement Fund. He stated he does not agree with Torrance Pipeline offering a little over $100,000 per year and asserted that the company should be paying $250,000 annually to the city.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Avalos asked for clarification from the City Attorney because she resides on Glenwood Place and the pipeline passes through Southern Avenue.

City Attorney Salinas stated that there is an exception under the FPPC known as the "public generally" exception, which applies when a Council Member and the general public are affected in substantially the same manner. He noted that Council Member Avalos could rely on that exception if she wished; however, out of an abundance of caution, she may choose to recuse herself from the item.

Council Member Avalos and Vice Mayor Rios decided to recuse themselves from this item and left the council chambers out of an abundance of caution.

2
LAND USE PLANNING
ADMIN

The City Council considered the applicant's appeal and determine if the proposed self-service laundromat at 4382–4390 Tweedy Boulevard is most appropriately classified as "Personal Services, General" under South Gate Municipal Code Section 11.60, and that such use is a permitted use within the TMU-2 (Tweedy Mixed-Use 2) zone pursuant to the Tweedy Boulevard Specific Plan land use table. Resolution No. 2026-21-CC entitled A Resolution of the City Council of the City of South Gate, denying the appeal has been prepared consistently with the Director's original land use determination. If the City Council elects to grant the appeal, staff will return with a corresponding resolution at a subsequent meeting. An alternate resolution granting the appeal based on findings presented by the appellant is included as an attachment to the agenda bill.

2
LAND USE PLANNING
ADMIN CONT'D

City Attorney Salinas stated that because this item is a public hearing and it is important to maintain an accurate administrative record, the record should reflect that the City received a timely appeal from the applicant. It should also reflect that the City received a formal written opposition. The City Clerk should state what the opposition was when it was received, and how it was incorporated into the amended agenda before the public is invited to speak.

City Clerk Glaze stated that she received a letter via email and Express overnight delivery, which constituted the formal opposition to Daniel Leal's appeal of the Community Development Director's determination and the Planning Commission's resolution.

City Attorney Salinas recommended that staff first provide an overview of the appeal and a summary of what occurred at the Planning Commission meeting. The appellant would then be given the opportunity to make their presentation, followed by the party who submitted the written opposition. Afterward, the public hearing would be opened for comments. The appellant would then be given the opportunity to respond to any comments made by the opposing party. The item would then be directed to the Mayor for Council comments.

Gabriel Perez, Director of Community Development, gave brief presentation on the appeal.

City Attorney Salinas stated that the Mayor Barron calls the appellant and anyone who is part of the appellant team to identify themselves, after which their presentation would be heard.

Eric Baruch, applicant on this appeal and sole owner of AquaLoop Laundromat LLC, gave a presentation. He stated Julio Ramirez will speak next.

Julio Ramirez gave a presentation. He stated Ariel Baruch will continue with the presentation.

Ariel Baruch, daughter of Eric Baruch and Operations Manager for AquaLoop, stated that they have paid $12,275 per month in rent, $400,000 in development escrow, $90,000 in engineering costs, in addition to the lease deposit and insurance. She noted that these are only the holding costs, and that their total investment, based on the City's initial approval, exceeds $3 million. Ms. Baruch added that her father has signed a 20-year lease, and that they look forward to building something lasting for the community. Ms. Baruch then continued with the presentation.

2
LAND USE PLANNING
ADMIN CONT'D

Emilia Keushkerian, representing Automated Laundry System, the developer of the project at 4390 Tweedy Boulevard, stated that the company is a family-owned business that has been building self-service laundromats for over three decades. The firm has developed more than 100 stores throughout the region, including two in the City of South Gate. Ms. Keushkerian then continued with the presentation.

City Attorney Salinas asked whether a member of the appellant's team could confirm completion of the presentation, subject to closing remarks at the end.

Mr. Ramirez replied in the affirmative.

City Attorney Salinas requested the party who submitted the written opposition come to the podium.

Sanjay Patel, owner of Fiesta Coin Laundry at 4409 Tweedy Boulevard, stated that his small, family-owned business has proudly served the residents of South Gate for 23 years. He appeared in support of the Director's Determination that the proposed 7,000-square-foot laundromat is not permitted under the TMU-1 zoning regulations. He explained that the TMU-1 zoning code clearly states that dry cleaning and laundry agencies are permitted in this area with a maximum size of 2,500 square feet, and that the proposed facility exceeds this limit and therefore should not be allowed.

Mr. Patel stated that the applicant's argument to classify the laundromat as "Personal Services, General" appears to be an attempt to bypass the city code and avoid compliance with established regulations. He noted that many other service-related uses are specifically prohibited in the TMU-1 zone and allowing this facility to be reclassified in this manner would set a precedent that could allow other currently prohibited businesses to seek similar exceptions.

He shared two personal experiences in which his business attempted to open laundromats at California & Tweedy (in 2005–06) and at San Gabriel & Tweedy. Both locations were zoned TMU-1 and both proposals were denied because laundromats were not permitted in that zone. To his knowledge, there have been no changes to the municipal code since 2017/18, and he stated he does not understand why the current proposal is being considered differently.

Mr. Patel respectfully requested that the City Council uphold the Director's Determination and deny the construction of the proposed laundromat in its current form.

2
LAND USE PLANNING
ADMIN CONT'D

City Attorney Salinas asked Mr. Patel if that completed his presentation.

Mr. Patel replied in the affirmative.

City Attorney Salinas stated for the record that the City Council was provided with, and will make part of the administrative record, the appellant's blue folder that contained materials and the written opposition.

City Attorney Salinas stated that this item should now be opened to the public for comment, and that upon completion of public comments, the appellant should be permitted a few moments to respond to any comments.

Mayor Barron asked if anyone in the audience wished to speak on this item.

Mario Dominguez asked if the city decides to proceed with the development and grant the appellant's request, the laundromat include 4K ultra high-definition televisions with DirecTV. He also requested a mural on the eastern wall funded through the Business Improvement District (BID).

Dara Patel read division definitions from the City of South Gate, stating that a dry-cleaning and laundry agency is a facility where materials are dropped off and picked up for cleaning services or cleaned onsite through conventional laundry or chemical processes, and that such agencies are limited to less than 2,500 square feet.

Henry Gonzalez stated his opposition to the proposed laundromat. He noted that he lives less than half a block from the existing laundromat on Alexander and Tweedy, an area within the Tweedy Mile Merchant Area. He added that the city needs businesses that will generate tax revenue.

Eric Trujillo, Parks & Recreation Commissioner, stated that classifying the proposed use as "Personal Services, General" is an attempt to circumvent the square-footage limitations established in the zoning code. He added that if a laundromat use is not expressly listed in the code, then it is not allowed.

Sam Nourafshan, representing the landlord of the property, stated that his company manages this site as well as the HUB Cities property and the Northgate Shopping Center at Long Beach and Palm. He explained that they have worked closely with Gabriel, the previous Director Meredith, and City Manager Rob Houston to open this location, which has been vacant for over five years. He emphasized that the city needs to attract businesses and should not continue leaving buildings along Tweedy Boulevard vacant.

2
LAND USE PLANNING
ADMIN CONT'D

Mr. Nourafshan stated that having a laundromat located across the street from another laundromat reflects the concept of economies of scale. He explained that it is beneficial for businesses to open near similar businesses, which is why cities have historically created business districts. He added that the city should maintain a business-friendly environment for tenants wishing to open new establishments. Regarding sales tax, he noted that sales tax will be reported and that credit card payments will be made at the facility.

Juan Garza stated that policy makers establish rules to ensure equity and provide guidance to the public, allowing everyone to clearly understand the standards in place. He noted that based on the reports presented, there is clear ambiguity in this matter. He expressed his support for staff's recommendation.

Having no one else come forward, Mayor Barron closed the audience portion.

Mayor Barron and City Attorney Salinas asked if the appellant has any closing remarks.

Julio Ramirez thanked everyone for their time and stated that their request is straightforward. They are asking the City Council to reclassify the proposed self-service laundromat as "Personal Services." Mr. Ramirez paraphrased the City Attorney's comments at the Planning Commission meeting, noting that because there are ambiguity and no specific code addressing this use, the City Council has the authority to determine the classification. He asked the City Council to consider placing laundromats under Personal Services.

Council Member Hurtado stated there had been a question about why the decision in 2015 was made, and someone had reached out to a former staff member regarding the original intent.

Mr. Perez said they believed the intent at that time was to potentially prohibit laundromats throughout the city.

Council Member Hurtado clarified that was not the intent. He stated that many residents do not have washing machines at home, and the goal was to control the size of laundromats.

City Attorney Salinas stated that the city does not have an adequate record to determine what the intent of the Council was at that time. He further explained that the City Council's review this evening must be based on the Municipal Code as is currently written, and that the Council may make its own interpretation as part of this appeal.

2
LAND USE PLANNING
ADMIN CONT'D

Council Member Hurtado stated that he met with Mr. Ramirez, who provided a strong presentation on behalf of his client. He expressed concern about moving forward with the item, noting that he may reconsider his position if he hears differing viewpoints from his colleagues. He stated that he believes the proposed facility is too large for its intended use.

Council Member Davila commented on Council Member Hurtado's remarks, noting that her understanding of the City Council's prior discussions was that the intent was to control the size of laundromat facilities. She reiterated that the Council's goal is to attract commercial uses with retail components to help revitalize Tweedy Boulevard. She expressed concern regarding the proposed size of the laundromat and potential parking impacts and stated that, for these reasons, she would support staff's recommendation.

Council Member Avalos thanked Mr. Garza for attending and raising a specific point. She asked staff whether there was any precedent in the City of South Gate for classifying a laundromat as a personal service.

Mr. Perez responded that he was not aware of any such record.

Council Member Avalos then asked whether the proposed project would be allowed under the upcoming code amendment currently being considered.

Mr. Perez explained that the City is exploring a code amendment that would reinstate the "laundromat" land-use category with a conditional use permit, similar to how it was previously regulated, but with a required separation of 1,500 linear feet from another laundromat. If that amendment were adopted as drafted, the proposed project would not comply. He reiterated that the amendment is still in draft form and has not yet been reviewed by the Planning Commission.

Council Member Avalos asked Mr. Frausto how much revenue laundromats in the city generate in sales tax for the city.

Mr. Frausto stated that he did not have that information available at this time.

Council Member Avalos then asked the appellant why a 7,000-square-foot facility was necessary for the proposed laundromat.

Mr. Ramirez responded that Mr. Baruch was the best person to address that question.

2
LAND USE PLANNING
ADMIN CONT'D

Mr. Baruch stated that many laundromats, particularly smaller ones, are struggling, and that the proposed facility requires a larger footprint to operate with full staffing and to meet customer needs. He explained that while the business may not always generate income, it must accommodate large machines and provide adequate space for users. He also noted that there are 150 parking spaces located behind the building.

Council Member Avalos asked Mr. Baruch why the proposal could not be limited to the 2,500-square-foot threshold established in the code.

Mr. Baruch stated that 2,500 square feet is considered too small for a modern laundromat and that today's economy requires more efficient and larger machines. He added that along the Long Beach Boulevard corridor, nine existing laundromats exceed 6,000 square feet.

Council Member Avalos stated that, when she thinks of personal services, she envisions walking into a facility where someone is directly performing a service for her. She noted that she has never considered a laundromat to be a personal service because it does not involve that type of interaction. In contrast, when she takes clothes to a dry cleaner, the service is performed for her—she drops items off and later picks them up.

She acknowledged that although the zoning code may be imperfect, it clearly distinguishes laundry uses based on size. The proposed 7,000-square-foot facility fits the definition of a laundry plant based solely on its size, and such a use is not permitted under the zoning code. Reclassifying it as a personal service, she explained, would bypass established zoning limits and undermine the Tweedy Mile Specific Plan. She added that doing so would set a precedent that could weaken land-use regulations and the framework intended to guide future development. For these reasons, she stated that she would support staff's recommendation, noting that it is clear staff thoroughly researched the matter.

Council Member Avalos motioned to follow staff's recommendation and seconded by Council Member Hurtado.

Mr. Frausto stated that laundromats generate very little revenue for the city, noting that most municipal revenue is derived from retail activity.

Council Member Hurtado stated that, based on his research, successful laundromats typically range from approximately 1,500 square feet on the low end to 3,500 square feet on the high end. He expressed that a facility of more than 7,000 square feet seems excessively large.

2
LAND USE PLANNING
ADMIN CONT'D

Vice Mayor Rios asked whether the appellant currently operates another laundromat in the City and how long it has been established.

Mr. Ramirez responded that the appellants are not currently operating laundromats; however, they have developed two laundromats in the City in the past and subsequently sold them.

Vice Mayor Rios requested clarification regarding the meaning of "developed laundromats."

Ms. Keushkerian explained that their company developed two laundromats in the City of South Gate. The first was located on Tweedy Boulevard and was approved through a conditional use permit approximately 18 years ago. The second location, completed in 2015 at 9434 Long Beach Boulevard, is over 6,000 square feet and did not require a conditional use permit.

Vice Mayor Rios acknowledged that the zoning code contains some ambiguity and expressed concern regarding the owners' financial investments.

City Treasurer De La Paz stated that the proposed laundromat appears to fall between the definitions of a "laundry agency" and "personal services, general." He explained that while the Municipal Code limits laundry agencies to 2,500 square feet, that threshold applies specifically to the portion of the facility that contains the heavy machinery. Referring to one of the documents presented, he noted that the estimated space needed for the equipment—approximately 72 washers totaling about 1,000 square feet, along with 45 dryers requiring a similar amount of space—would not exceed the 2,500-square-foot limitation for a laundry agency. Therefore, the equipment itself fits within the allowable size.

City Treasurer De La Paz further stated that the remaining square footage consists of personal-use space, including folding tables and waiting areas for customers. It is this additional customer-service area that causes the overall facility to exceed 2,500 square feet. He emphasized that, based on the presentations and documents submitted, this was his interpretation of how the proposed use relates to the definitions in the Municipal Code.

Mayor Barron stated that after reviewing the zoning code, he agrees that the code needs to be corrected. He noted that Tweedy Boulevard is somewhat different from Long Beach Boulevard, which has a higher-density population. He stated that a 7,000-square-foot facility is a very large use for that corridor. Based on the way the zoning code is currently written, he is inclined to support staff's recommendation to deny

2
LAND USE PLANNING
ADMIN CONT'D

the appeal and then proceed with updating the code to properly address this issue.

City Attorney Salinas stated that an additional comment had been made by the appellant in response to Vice Mayor Rios' questions and wanted to ensure that Councilwoman Avalos heard the comment and wished to proceed with her motion.

Council Member Avalos replied in the affirmative.

City Attorney Salinas then asked Council Member Hurtado whether he had heard the additional comments and whether he was still seconding the motion.

Council Member Hurtado replied in the affirmative.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, abstained; Mayor Barron, yes.

**PRESENTATIONS AND DISCUSSIONS**

3
CITY COUNCIL/SB 707

Discussion on Call-In Platform

RECESS

Prior to the conclusion of item 3, the City Council recessed at 8:14 p.m., and reconvened at 8:23 p.m., with all Members of Council present.

City Manager Houston stated that at the last meeting, there was a discussion regarding the policy and hardware purchases related to the call-in platform. The City Council provided direction to staff, and that direction was received. However, there was additional discussion about the software platform that might be used—specifically, whether it would be Microsoft Teams or Zoom. Further research has since been completed, and Mr. Frausto, Director of Administrative Services, will now provide a presentation on that information.

Mr. Frausto provided a presentation comparing Microsoft Teams and Zoom. Staff recommended moving forward with Microsoft Teams and retaining YouTube as the primary streaming and archiving platform; however, staff remained open to direction from the City Council.

Mayor Barron inquired about Zoom's translation capabilities, noting that he did not see them listed on the comparison slide.

3

CITY COUNCIL CONT'D

Mr. Frausto stated that both Zoom and Microsoft Teams offer built-in basic translation features; however, those capabilities do not meet the level of live translation that is required. He added that both platforms have a history of slow and sometimes inaccurate translations. The product selected by staff, Wordley, is widely used by public agencies and is considered a standard for producing official translated records. He further noted that the law does not require translation services to be provided in real time, and that SB 707 only requires the agenda to be translated into Spanish.

Council Member Hurtado stated that he is not tech savvy; however, he has Zoom installed on his computer and iPad and finds it much easier to use. He noted that he does not mind whichever platform is selected by the majority of the Council.

Jose De La Paz, City Treasurer, stated that whether the platform is Zoom, Teams, WebEx, or another service, the primary purpose of these applications is simply to connect users to the system. He added that unless the city intends to enable video conferencing or additional embedded features, either platform would adequately fulfill the audio-only requirements. He noted that, as mentioned by the director, both applications include embedded translation features.

Council Member Avalos asked Mr. Dominguez, since he had spoken to seven city clerks, whether those cities also provide video when using Zoom.

Mr. Dominguez responded in the affirmative.

Council Member Avalos then asked City Attorney Salinas what platform the courts use when individuals cannot be present in person.

City Attorney Salinas responded that the courts use both platforms.

Council Member Avalos stated that she had spoken with a couple of attorneys who indicated that the courts generally prefer using Zoom because it is easier for participants to log in. She expressed a preference for Zoom to better serve the community and noted that it could potentially support video in the future if that is the direction of the City Council.

Vice Mayor Rios stated that he is inclined to support whichever platform is most user-friendly for the community.

Council Member Davila stated that community participation is her primary concern. She noted that dropped calls can be an issue but

3
CITY COUNCIL CONT'D

expressed that she is comfortable with whichever platform the majority of the Council recommends.

Mayor Barron stated that the majority of the Council is leaning toward Zoom and that he is comfortable with either of the two platforms.

Mayor Barron motioned to go with the Zoom platform, seconded by Council Member Avalos.

Mr. Houston stated that this item was presented as a discussion, and the City Council may provide staff with direction regarding the preferred platform.

Mr. Frausto stated that if it is the Council's direction to proceed with Zoom, staff will move forward with obtaining a Zoom license and will begin deployment and testing over the next couple of meetings.

Mayor Barron clarified that the Council only needed to provide direction and that no formal vote was required.

DEVIATE FROM THE AGENDA

At this time, there being no objections, Mayor Barron stated that item 9 would be considered out of its regular agenda order.

9
CITY COUNCIL APPOINTMENTS

The City Council:

a. Ratifying the motion by Council Member Maria Del Pilar Avalos to remove Eric Trujillo as her representative from Parks & Recreation Commission;

b. Ratifying the nomination by Council Member Maria Del Pilar Avalos of Margarita Talavera to the Parks & Recreation Commission; and

c. Ratifying the nomination by Council Member Maria Del Pilar Avalos of Veronica Gardea to the Tweedy Mile Advisory Commission.

Mayor Barron opened public comment.

Eric Trujillo requested that the City Council reject his proposed removal from the Parks & Recreation Commission and expressed his desire to continue serving on the Commission.

Liz Ruiz spoke in support of Mr. Trujillo, commending his attendance, participation, and service on the Parks & Recreation Commission.

**9**
**CITY COUNCIL APPOINTMENTS CONT'D**

Mario Dominguez spoke in opposition to the proposed removal of Mr. Trujillo and urged the City Council to reject the item.

Marta Garibay addressed the Council regarding the proposed appointment to the Parks & Recreation Commission, expressing concerns regarding statements made about her reputation.

There being no additional speakers, Mayor Barron closed public comment.

Council Member Avalos stated that the appointment of commissioners is at the discretion of the appointing Council Member and requested the City Council's support for the proposed appointments.

Council Member Hurtado expressed his support for retaining Mr. Trujillo, stating that commissioners serve independently and should exercise their own judgment.

The City Council discussed the City's longstanding practice regarding commission appointments and removals. The City Attorney advised that appointing Council Members have broad discretion in selecting commissioners and that changes during a commissioner's term have historically been resolved through discussions between the appointing Council Member and the commissioner.

Items 9(a) and 9(b) died for lack of support.

Motion: Ratify the nomination of Veronica Gardea to the Tweedy Mile Advisory Commission.

Motion by: Council Member Hurtado
Second by: Vice Mayor Rios

Motion carried by the following roll call vote:

AYES: Avalos, Hurtado, Davila, Rios, Barron
NOES: None
ABSTAIN: None
ABSENT: None

**EXCUSED FROM MEETING**

At this time, 9:34 p.m. Council Member Hurtado, was excused from the meeting and departed from the Council Chambers.

**DEPARTED FROM THE COUNCIL CHAMBERS**

Council Member Avalos departed from the Council Chambers at 9:35 p.m. and returned at 9:59 p.m.

**4 PUBLIC WORKS/ ENGINEERING ADMIN**

The City Council approved items A & B by motion of Mayor Barron and seconded by Council Member Davila:

**ROLL CALL:** Council Member Avalos abstained; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Hurtado, excused.

a. Received and filed the Development Impact Fee (DIF) Nexus Study which provides the legal basis upon which the City could update at a future time its existing Traffic Impact Fees; and adopt new Municipal Parks and Public Safety Facilities Impact Fees; and

b. Directed staff to prepare an Ordinance and Resolution.

**RECESS**

Prior to the conclusion of item 4, the City Council recessed at 9:38 p.m., and reconvened at 9:42 p.m., with three (3) Members of Council present.

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS**

Henry Gonzalez thanked everyone who attended the Mariachi Youth Festival, and gave special thanks to Mayor Barron for volunteering to serve as the MC.

Mario Domignuez stated the Tweedy Mile Advisory Board Meeting is scheduled for June and he would like to show the Board Members images that would be projected on the monitors of the front entrance wall of the Leland Weaver Library. Mr. Dominguez stated that he asked Ms. Glaze if he could email pictures of the front entrance wall of the library building, and she informed him that she needed to check with the City Attorney.

Mr. Dominguez reported that he later received an email from the City Attorney stating that "the city does not allow residents to submit images in a form of a PDF so the City Clerk can run them in a continuous loop so that the Board Members can see and visualize what the Leland Weaver Library is."

Mr. Dominguez questioned why residents are not permitted access to the projection system inside City Hall. He stated that the City of Glendale allows residents to submit PDF images for display during public comment, provided the materials are submitted two days before the meeting. He requested that the South Gate City Council allow residents full use of the City's presentation system to show images.

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D**

Armando Velasquez, a South Gate resident, congratulated the Rotary Club on their festival. He mentioned the Golden Apple *Heart of a Hero* ceremony taking place on May 29th and noted that the nomination period ran from May 1st to May 29th. He stated that there are 20 teacher recipients from various schools and that the invitation has been extended to the SELA area. He thanked Council Member Davila for purchasing a table. Mayor Barron informed Mr. Velasquez that the Kiwanis Club is also obtaining a table.

Mr. Velasquez also announced that this coming Saturday, the Kiwanis Club will be conducting a community cleanup at Tweedy and San Carlos from 9:00 a.m. to 10:30 a.m.

Liz Ruiz, a South Gate resident, thanked the Parks & Recreation Department for hosting the art activities at the museum the previous weekend. She also reported receiving concerns regarding lighting issues at a couple of baseball diamonds.

Ms. Ruiz stated that she values personal integrity and expressed that she takes offense to being characterized as untruthful.

**EMAILS**

Cynthia Anderson, president of South Gate JAA thanked the elected officials, commissioners and South Gate Police Department mounted unit for attending and supporting the organization's opening day for youth baseball. She expressed appreciation for the city's continued support of the youth programs and community tradition. She emphasized a positive impact on local kids and families.

Amy Lou shared some exciting events and special programs for students and families this summer at the Leland Weaver Library. Starting tomorrow, children ages 11 through 13 can sign up for the music stars, a hands-on learning series through the summer to learn how to play instruments. Also open is star tutoring and interest forms. Families that would like to sign up for the reading or math tutorial for their students grades 1 through 6 can visit lacountylibrary.org/star-tutoring. Summer lunches at the library will be returning this June. Meals first come first serve for children 18-years and under.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**

Director of Public Works/Assistant City Manager Arturo Cervantes had no report.

Director of Parks & Recreation Tina Baca reported on recent department activities, including the Junior Athletic Association Opening Day, the Aquatics Fitness Expo Open House, the annual 5K Run, completion of the

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Tot Lot resurfacing project, and the anticipated reopening of the spa. She also provided an update on recent wire theft incidents affecting South Gate Park, Orchard Circle Park, and Southern Avenue, including the impacts on park operations, recreational programming, public safety, and repair costs.

Police Chief Manuel Arana encouraged residents to report suspicious activity related to wire theft and advised that the Police Department had made 11 arrests related to wire and fiber optic theft during the previous 12 months.

Director of Community Development Gabriel Gutierrez had no report.

Director of Administrative Services Luis Frausto had no report.

Director of Human Resources John Hamilton announced that members of the Police Department, Explosive Ordnance Disposal (EOD) Unit, and Parks & Recreation Department would volunteer at the South Gate booth during the Los Angeles County Fair.

City Manager Rob Houston reminded the public of the upcoming Coffee with a Cop event at Chick-fil-A.

Manny Arana, Chief of Police, reported that members of the Police Department, along with Ms. Glaze and Ms. De La Rosa, will be volunteering at the Pink Patch booth at the LA County Fair on Friday the 15th and again on May 29th. He also announced that Coffee with a Cop will take place on Monday at 5:30 p.m. at Chick-fil-A on Firestone.
Rob Houston, City Manager – has nothing report.

City Treasurer Jose De La Paz had no report.

City Clerk Yodit Glaze had no report and announced that 31 viewers were watching the meeting live on YouTube.

Council Member Davila reported attending the Junior Athletic Association Opening Day, the Mariachi Festival, and the Cinco de Mayo celebration at the Consul General of Mexico's residence. She also announced that she would attend the Contract Cities Conference at her own expense.

Council Member Avalos reported attending the Greater Los Angeles Vector Control District Board of Trustees meeting and the Cinco de Mayo celebration at the Consul General of Mexico's residence. She extended Mother's Day wishes to the community and requested a future staff report regarding compliance with campaign disclosure filing requirements under AB 2151 and related public posting procedures.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Vice Mayor Rios had no report.

Mayor Barron reported attending the Junior Athletic Association Opening Day, the Mariachi Festival, and acknowledged the success of the City's annual 5K Run. He also reported on regional efforts involving Gateway Cities to submit a joint letter regarding the proposed Union Pacific and Norfolk Southern railroad merger, requesting conditions related to railroad maintenance, agency coordination, and the future use of inactive rail corridors.

**CONSENT CALENDAR**

Agenda Items 5, 6, 7, and 8 were approved by motion of Vice Mayor Rios and seconded by Council Member Davila. Items 8 was pulled for separate discussion.

**ROLL CALL:** Council Member Avalos, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Hurtado, excused.

**5**
**MUNICIPAL CODE ADMIN**

The City Council waived the reading in full and adopted Ordinance No. 2026-04-CC entitled Ordinance amending certain chapters and sections of Title 9 (Buildings) of the South Gate Municipal Code by adopting by reference the 2025 California Codes of Regulations, Title 24 ("2025 Building Standards Code") and the 2024 International Association of Plumbing and Mechanical Officials Codes during Consent Calendar.

**6**
**RISK MGMT**

The City Council adopted Resolution No. 2026-22-CC entitled A Resolution of the City Council of the City of South Gate, California, which provides the Independent Cities Risk Management Authority (ICRMA) notification of intent to withdraw from the insurance pool, herein referred to as the Joint Powers Authority (JPA), in accordance with the ICRMA Bylaws, Article V during Consent Calendar.

**7**
**WASTEWATER MGMT**

The City Council approved items A & B during Consent Calendar:

a. Amendment No. 1 to Contract No. 2023-65-CC with Pipe Tec, Inc. to exercise a one-year extension for CCTV inspection services of the City's sanitary sewer system, for an amount not to exceed $147,000; and

b. Authorized the Mayor to execute Amendment No. 1 to Contract No. 2023-65-CC in a form acceptable to the City Attorney.

**8**
**PUBLIC WORKS/ ENGINEERING ADMIN**

The City Council adopted the proposed Americans with Disabilities Act (ADA) Grievance Policy and Procedure as necessary to comply with the City's ADA Self-Evaluation and Transition Plan as well as Federal requirements during Consent Calendar.

**10**
**WARRANTS**

The City Council approved the Warrant Register for May 12, 2026, by motion of Vice Mayor Rios and seconded by Council Member Avalos.

| | |
|---|---|
| Total of Checks: | $ 3,540,278.80 |
| Less: Voids | $ (0.00) |
| Less: Employee Payroll Deductions | $ (442,234.34) |
| Grand Total: | $ 3,098,044.46 |

Cancellations: None

**ROLL CALL:** Council Member Avalos, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Hurtado, excused.

**ADJOURNMENT**

Council Member Davila motioned to adjourn the meeting at 10:58 p.m. and seconded by Mayor Barron.

**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, MAY 26, 2026

**CALL TO ORDER** Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:34 p.m.

**INVOCATION** Tina De La Rosa, Acting Director of Parks & Recreation

**PLEDGE OF ALLEGIANCE** Yodit Glaze, City Clerk

**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**
**STREETS/SIDEWALKS/ LANDSCAPING**

Following the conclusion of the public hearing, the City Council unanimously adopted Resolution No. 2026-23-CC entitled Resolution of the City Council of the City of South Gate, California, ordering the levy of the Fiscal Year 2026/27 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1 by motion of Council Member Hurtado and seconded by Council Member Davila.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

Arturo Cervantes, Director of Public Works Department gave the presentation.

Mayor Barron asked if anyone in the audience wished to speak on this item or any emails received. Seeing no one step forward nor any emails received; Mayor Barron closed the audience portion.

Council Member Hurtado stated that he has spoken on this issue before. He noted that the report indicates that $8,660 will be funded by the Street Lighting and Landscaping funds; however, the same report also identifies a funding shortfall. He clarified that the amount will not actually be funded by Street Lighting and Landscaping, but rather through the General Fund. Council Member Hurtado questioned the reason for the funding shortfall.

1
STREETS/SIDEWALKS/
LANDSCAPING CONT'D

Mr. Cervantes stated that staff attempted to conduct a cost analysis; however, the analysis requires the services of a consultant. He reported that the estimated shortfall is over $3.5 million.

Council Member Hurtado noted that he raised this issue because the budget has been under discussion and the City is facing a significant shortfall. He stated that the public needs to be made aware of the situation.

Mr. Houston stated that the city previously had a sewer fund that had not been adjusted for many years, causing the General Fund to subsidize about $1 million annually. The City Council corrected this by adjusting sewer fees, so the fund now covers its own costs. The Landscape Lighting District fund has also not increased in 35 years and now runs a deficit of over $1.5 million per year. Addressing this deficit would require a public vote to adjust the fee. Until then, the General Fund must continue subsidizing the Landscape Lighting District, limiting its ability to fund other services that may face cuts.

Council Member Hurtado stated that the issue involves more than just General Fund dollars, noting that other funds have also been used. He requested a report identifying how much the City has subsidized the Streetlight Landscaping Fund from the General Fund and any other funds, as well as when those subsidies began.

Council Member Avalos asked, since the city is operating the streetlight and landscaping districts at a deficit and the matter must go to the voters, what the projected percentage increase or cost to the community would be. She asked whether it would be 5%, 10%, 15%, 20%, or another amount, and what the current estimates are.

Mr. Cervantes stated that staff does not yet have those figures, as determining them is a multi-step process. The first step is to identify the actual cost of the subsidy. The next step is to develop a five-year capital improvement program. He noted that the city faces a $30 million gap in converting streetlights to LED, which has delayed those upgrades. A portion of this fund could be used for such capital improvements. City Council may decide to fund the entire $30 million over five years or extend it over ten years. Once those decisions are made, staff will be able to determine the associated dollar amount and any required rate increase.

Council Member Avalos asked the City Manager whether a rough estimate was available or if the cost was still uncertain.

1
STREETS/SIDEWALKS/
LANDSCAPING CONT'D

Mr. Houston responded that additional research would be required. He added that if a cost was originally set in 1990 and the CPI has increased by approximately 3% per year for 35 years without any adjustments, the cost today would be significantly higher.

Vice Mayor Rios asked whether the charge is part of the property tax or if it will be incurred as part of the property tax.

Mr. Houston responded that it appears as a parcel tax line on the property tax bill. He noted that it is already listed as a separate line item on all property tax bills.

2
COMMERCIAL ASSESSMENT
DISTRICTS

Following the conclusion of the public hearing, the City Council adopted Resolution No. 2026-24-CC entitled Resolution of the City Council of the City of South Gate, California, ordering the levy and collection of assessments for Fiscal Year 2026/27 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License, as permitted by the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.) 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 recused.

Council Member Davila recused herself due to residing within 500 feet of the Tweedy Mile.

Council Member Hurtado clarified that the Business Improvement District is not imposed by the city; rather, the Tweedy Mile merchants impose it upon themselves.

Leticia Aguilar, Community Engagement Management Analyst, gave the presentation.

Mayor Barron asked if anyone in the audience wished to speak on this item

Mario Dominguez, a South Gate resident, stated that last year he approached four businesses on Tweedy Boulevard to ask whether they would be open to having a mural painted on their building, but was unsuccessful. This year, he contacted Deputy Director Dorissa Gonzalez, Deputy to Supervisor Janice Hahn for Parks, Library, and Public Works, and Patricia Rivera, South Regional Administrator overseeing 19 libraries.

2
COMMERCIAL ASSESSMENT
DISTRICTS CONT'D

Both expressed interest in installing a mural at the Leland Weaver Library. Mr. Dominguez would like students from San Miguel Elementary School to develop ideas for the mural design.

Having no one else come forward nor any emails received, Mayor Barron closed the audience portion.

Council Member Hurtado inquired whether proposed projects originate from the Tweedy Mile funds, noting that the City collects and holds these funds on behalf of the businesses. He stated that decisions regarding projects such as a mural would rest with the businesses rather than the city.

Ms. Aguilar replied in the affirmative.

Council Member Hurtado stated that some businesses are satisfied with paying the assessment while others are not. He asked what options the businesses have when voting on whether to continue participating.

Ms. Aguilar stated that businesses may either submit a written protest to the city or appear in person to express their opposition. She noted that businesses in favor of the item are not required to take any action.

Council Member Hurtado stated that if the businesses throw away their letter, it's basically saying that they're okay staying paying. He suggests someone inform the merchants. He wants people to understand that the city is not imposing anything on the Tweedy Mile Business District. The city is only approving the levy based on the Tweedy Mile Business District's votes.

Vice Mayor Rios asked whether the votes reflected a low turnout.

Ms. Aguilar stated that she had received a few phone calls from businesses and proceeded to explain the procedure.

Council Member Avalos noted that the City Manager's Office had received phone calls, which had been clarified, and asked how many people had called or came into city hall stating, "We don't want to continue paying this tax."

Ms. Aguilar reported that, based on the calls received, none of the businesses expressed opposition. Callers mainly requested general information about the purpose of the letter and assistance with updating mailing addresses.

2
COMMERCIAL ASSESSMENT DISTRICTS CONT'D

Council Member Hurtado asked whether a small "mom and pop" shop and a larger business receive the same number of votes. He noted his understanding that larger businesses pay higher fees based on annual gross receipts.

Ms. Aguilar clarified that fees range from $15 to $400 depending on gross receipts. However, each business—regardless of size—receives one vote.

Mayor Barron stated that he has received calls asking why the city is imposing a new tax on businesses along Tweedy. He clarified that this is not a new tax, but rather a longstanding levy that has been in place for many years.

Mr. Houston clarified the limitations of how these funds can be spent.

Council Member Avalos asked whether the funds could also be used for marketing small businesses to the community.

Ms. Aguilar responded that they could, if the Tweedy Mile Advisory Board chooses to pursue a project that benefits all businesses.

Mayor Barron stated that he believed the rebranding of the Tweedy Mile website had been funded through the BID.

Ms. Aguilar responded that Tweedy Mile had launched a website to promote all local businesses.

**PRESENTATIONS AND DISCUSSIONS**

3
BUDGET ADMIN

The City Council unanimously received and filed a presentation on the City's Budget by motion of Council Member Hurtado and seconded by Council Member Davila.

RECESS

Prior to the conclusion of item 3, the City Council recessed at 8:18 p.m., and reconvened at 8:27 p.m., with all Members of Council present.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

4
PARKS

The City Council considered:

a. Renaming the park currently known as Cesar Chavez Park; and

b. Considering the six (6) names recommended by Standford Elementary (Azalea City Park, Del Rancho Park, Henry C. Gonzalez) and Willow Elementary (Parque Libertad y Alegria, Wild Roses Park, Tongva Park).

c. Authorizing the Director of Parks & Recreation to replace park identification signs and park benches to reflect the approved name.

Council Member Avalos motioned to approve the name Azalea City Park and seconded by Council Member Davila.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, no; Mayor Barron, yes.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Mario Dominguez, a South Gate resident, commented that at the previous City Council Meeting, the Director of Parks and Recreation reported ongoing wire theft at city parks. He questioned why the Police Department has not provided security coverage for the parks.

Yancy Lopez, a local business owner at the corner of Firestone Blvd. and Mason Street, reported repeated issues with malfunctioning railroad crossing guards on Wednesday, May 13, at approximately 12:55 p.m., and around 3:30 p.m., a Union Pacific worker arrived. The worker showed her two emergency contact numbers posted on site; however, both numbers were obscured by graffiti. Ms. Lopez noted that the same issue occurred again the following day. She asked who residents and business owners are expected to contact during such emergencies and urged the City Council to hold Union Pacific accountable and ensure a reliable emergency response plan is established.

Francisco Gallegos, a South Gate resident, expressed concerns about the ongoing issue of illegal fireworks in the community, noting that the recent reduction in police staffing due to budget cuts has made enforcement more challenging.

Liz Ruiz, a South Gate resident, expressed concern regarding recent incidents, including the industrial fire in Hollydale and a pipeline rupture that occurred upstream. She stated that she attempted to review the City's Local Hazard Mitigation Plan to understand the community notification processes but was only able to locate a draft version online.

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D**

Robyn Logan, a South Gate resident, expressed concerns regarding the lack of notification to residents about the Garden Grove incident, the fire in Hollydale and recent oil spill.

Diana Gomez, a South Gate resident, thanked Councilwoman Davila for encouraging the community to educate themselves. Ms. Gomez also recommends that the Council ensure they are well informed when attending City Council Meetings, noting that the agendas are posted.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**

Arturo Cervantes, Director of Public Works – nothing to report.

Tina De La Rosa, Acting Director of Parks & Recreation, highlighted community events.

Gabriel Perez, Director of Community Development – nothing to report.

Luis Frausto, Director of Administrative Services, reported that staff were testing Zoom during the evening's City Council meeting and anticipated that the platform would be available for use at the next meeting.

Jon Hamilton, Director of Human Services – nothing to report.

Roman Amador, Police Captain – nothing to report.

Rob Houston, City Manager, summarized the community's comments noting requests for additional police staffing, increased park patrols, enhanced traffic response, stronger fireworks enforcement, and greater efforts to prevent wire theft. He stated that the city will continue to face challenges meeting these expectations given budget constraints.

Raúl F. Salinas, City Attorney – nothing to report.

Jose De La Paz, City Treasurer, reported that the contact County Flood Control regarding the pipeline rupture. He was subsequently referred to the County of Los Angeles, which then directed him to the State of California. The State of California is disseminating information on the matter through its Cal Spill Watch social media channels.

Yodit Glaze, City Clerk, reported that thirty people logged into the YouTube platform. She also shared that today marks her four-year anniversary as the City Clerk and expressed her gratitude for the opportunity to work with everyone.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Council Member Davila reported that she participated in the Memorial Service on Saturday at the park. She also attended the California Contract Cities meeting two weeks prior, where she spoke with colleagues regarding budget issues. Additionally, she completed the Ethics Training course and will provide the certificate.

Council Member Hurtado reported that he attended the Independent Cities Finance Authority meeting, where a presentation was provided on the Solar On Multifamily Affordable Housing (SOMAH) program. He asked staff if there were any additional updates to provide.

Gabriel Perez, Director of Community Development, reported that the SOMAH Program provides benefits to multifamily property owners and tenants. He stated that the program funds the installation of solar facilities and provides technical assistance to the owners.

Council Member Hurtado requested that information regarding the program be made available on the city's website. He also commented on issues related to illegal fireworks.

Mayor Barron stated that the City of Los Angeles conducted an enforcement operation using drones to record individuals lighting illegal fireworks and subsequently issued citations by mail. He asked whether the City of South Gate could implement a similar approach.

Mr. Salinas stated that it represents a significant financial investment, such as the one made by the City of Los Angeles. He noted that the City of Beverly Hills Police Department operates a very active, state-of-the-art technological drone program known as the First Drone Responders program. He added that the City of South Gate currently lacks the funding necessary to implement a similar program.

Council Member Avalos requested to take a moment to honor and acknowledge the brave men and women on the Armed Forces. She recognized her brothers and sisters in service who courageously defended the nation and made the ultimate sacrifice with their lives, allowing us to enjoy the freedoms and opportunities we have in the United States. She emphasized that their sacrifice and service should never be forgotten. Council Member Avalos also noted that She was unable to attend the Memorial Service.

Council Member Avalos expressed concern over the Mayor's prior comments regarding Ms. Talavera's appointment, stating they were unfair and lacked due process. She emphasized the need for integrity, fairness, and respect in future discussions involving community members.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Council Member Avalos acknowledged that illegal fireworks continue to be an ongoing issue. She reported that she conducted a ride-along with the Police Department last year and noted that enforcement is challenging because officers must directly observe the violation to act. She added that although residents frequently call to report fireworks activity, suspects are often gone by the time officers arrive. Council Member Avalos suggested that the city consider whether the use of video submissions to the Police Department might assist with enforcement efforts.

Council Member Avalos requested an update from City Manager regarding the Ad Hoc Committee.

Mr. Houston reported that he is working to finalize a five-member Ad Hoc Committee for the Finance Review Committee and is seeking additional candidate names. He noted that several Council Members have already submitted suggestions and he forwarded those names earlier today. He requested Council feedback over the next few days, and once there is general agreement on the list, he will contact the individuals and schedule the committee's first meeting.

Council Member Avalos requested clarification from the City Attorney regarding the discussion at the meeting, noting that the Council had granted staff additional time to conduct research on the matter. She recalled that during the meeting it was stated that if Council Members submitted names of individuals for consideration, those individuals would be included under the protections of the Brown Act to ensure compliance with its requirements.

Mr. Houston stated that, as previously discussed, names could be submitted, but he would reach out to anyone who expressed interest, including those whose names were provided. He clarified that the individuals are not being appointed by the Council.

Council Member Avalos asked about the criteria or matrix being used to select individuals. She also suggested issuing a community-wide announcement to invite interested residents to participate.

Mr. Salinas responded that he would follow up with Council Member Avalos separately. He noted that the program is still in development.

Vice Mayor Rios acknowledged that illegal fireworks have been an ongoing issue for many years and asked staff if anything can be done to keep community members better informed of related incidents. He noted that Mama Maloney of Maloney Meats recently turned 100 years old. He also announced that Father Angel from St. Helen's will be leaving on June 30th to begin his new assignment with the archdiocese in Los Angeles.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Vice Mayor Rios reported that he attended Pastor Brady's Memorial Service on behalf of the City of South Gate. He also provided an update on the opening of East Los Angeles College.

Mayor Barron provided clarification regarding comments made by Councilwoman Avalos concerning a potential appointee to a commission. He stated that any comments regarding the potential appointee were communicated privately to the City Manager for discussion with Councilwoman Avalos and were not shared publicly. He emphasized that he had not made any public statements about Ms. Talavera. Mayor Barron expressed regret that Ms. Talavera was being drawn into the matter for political reasons and offered an apology to her.

Mayor Barron attended the Memorial Day celebration and expressed appreciation to the Parks and Recreation staff for organizing the event. He also announced that the city is supporting small businesses and local restaurants by selling promotional cards during the World Cup event.

Mayor Barron stated that he will be attending the Los Angeles County Sanitation District meeting tomorrow, where they will hold their final discussion regarding the proposed $3 rate increase for the next five years.

**CONSENT CALENDAR**

Agenda Items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 were approved by motion of Council Member Davila and seconded by Vice Mayor Rios. Items 5, 7, 8, 10, 12, 15, and 18 were pulled for separate discussion.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes, (recused from items 13 & 16); Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

**5**

**LICENSES & PERMITS**

The City Council considered waiving the reading in full and adopting Ordinance No. 2026-05-CC entitled Ordinance of the City Council of the City of South Gate, California, granting a ten-year franchise agreement to Torrance Pipeline Company, LLC, for the use, maintenance, repair, and replacement of one existing pipeline beneath specified public streets, together with related appurtenances, for the transmission and distribution of oil and oil products.

Council Member Hurtado motioned to bring back item 5 and seconded by Council Member Davila.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios recused; Mayor Barron, yes.

6
STREETS/SIDEWALKS/
LANDSCAPING

The City Council unanimously approved items A & B during Consent Calendar:

a. Resolution No. 2026-25-CC entitled Resolution of the City Council of the City of South Gate, California, authorizing the submission of a grant application to CalRecycle requesting $40,020 in funding from the Local Government Waste Tire Cleanup Grant Program; and

b. Authorized the City Manager, or his designee, to execute, on behalf of the City, all documents required to submit the application and implement the grant.

7
CITY FACILITIES MGMT

The City Council unanimously approved items A & B during Consent Calendar:

a. Amendment No. 2 to Contract No. 2022-41-CC with Honeywell International Inc., to extend the contract term for 12-months to continue through June 30, 2027, HVAC maintenance services for various municipal facilities, for a total amount not-to-exceed $164,481; and

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

8
CITY FACILITIES MGMT

The City Council unanimously approved items A & B during Consent Calendar:

a. Amendment No. 2 to Contract No. 2022-42-CC with Merchants Building Maintenance, to extend the contract term for 12 months to continue custodial and maintenance services for various municipal facilities through June 30, 2027, for a total amount not-to-exceed $322,910; and

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

9
PUBLIC WORKS/
ENGINEERING ADMIN

The City Council unanimously approved items A & B during Consent Calendar:

a. Amendment No. 2 to Contract No. 2025-26-AC with Willdan Engineering to extend the term of the contract through June 30, 2026, and continue professional staffing services for the vacant Street and Sewer Superintendent position for a not to exceed amount of $28,062; and

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

10
CITY FACILITIES MGMT

The City Council unanimously approved items A, B, C & D during Consent Calendar:

a. Agreement (Contract No. 2026-35-CC) with Danny Letner Inc. dba Letner Roofing Company, for the construction of the City Hall Reroof City Project No. 732-ARC, in an amount not-to-exceed $579,069;

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

c. Authorized the City Manager to approve construction contract change orders up to a cumulative amount of $179,750 to be funded with budgeted project contingency funds; and

d. Approved the Notice of Exemption for the Project, pursuant to Title 14 of the California Code of Regulations, Existing Facilities Section 13301 Class 1 (c) and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

11
CITY FACILITIES MGMT

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2026-36-CC) with NV5, Inc. to perform construction management and inspection services on the City Hall Reroof City Project No. 732-ARC (Reroof Project), in an amount not-to-exceed $85,011;

b. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $50,000 and;

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

**12**
**TRANSPORTATION PLANNING/ADMIN**

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2026-37-CC) with AYCE Consulting Engineers, Inc. to provide engineering services to prepare Plans, Specifications, and Estimates for the Southeast Gateway Access Improvements Project, City Project No. 715-ST, in an amount not-to-exceed $247,923;

b. Authorized the City Manager to approve and execute amendments 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.

**13**
**TRANSPORTATION PLANNING/ADMIN**

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2026-38-CC) with FCG Consultants, Inc., to provide Construction Management and Inspection Services (for the construction of the I-710 Firestone Boulevard Southbound On-Ramp and Firestone Boulevard Street Improvement Project, City Project No. 354-ST, in an amount not-to-exceed $900,467;

b. Authorized the City Manager to approve and execute amendments up to a cumulative amount of $130,000; and

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

**14**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously approved items A, B, C & D during Consent Calendar:

a. Agreement (Contract No. 2026-39-CC) with Estate Design and Construction, Inc., for the construction of the Uncontrolled Crosswalk Improvements at Various Locations Project, Federal Project HSIPL 5257(042), City Project No. 650-ST ("Project"), in the amount not-to-exceed $205,000;

b. Appropriated $25,000 in Measure R Funds to the Uncontrolled Crosswalk Improvements at Various Locations Project, Federal Project HSIPL 5257(042), City Project No. 650-ST;

**14**
**STREETS/SIDEWALKS/ LANDSCAPING CONT'D**

c. Approved the Notice of Exemption for the Project, pursuant to Title 14 of the California Code of Regulations, Existing Facilities Section 13301 Class 1 (c) and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office; and

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

**15**
**LAW ENFORCEMENT**

The City Council unanimously approved items A, B, C, D & E during Consent Calendar:

a. Authorized utilization of 2024 Homeland Security Grant Program Funds in the amount of $75,000 for law enforcement equipment to monitor/respond to acts of terrorism at crowded places or critical infrastructures.

b. Increased the Fiscal Year 2026/27 revenue projection in Account Number 232-541 (Law Enforcement Grants – Homeland Security Grant) to $75,000; and

c. Amended the Fiscal Year 2026/27 Law Enforcement Grants Fund Budget by appropriating $75,000 to Account Number 232-541-21-6204 (Law Enforcement Grants-Homeland Security Grant – Small Tools and Equipment); and

d. Authorized the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement (Contract No. 2026-40-CC) for Grant Year 2024.

e. Authorized the City Manager, or his designee, to execute all documents necessary to complete the purchases in a form acceptable to the City Attorney.

**16**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously approved items A, B, C & D during Consent Calendar:

a. Grant Agreement No. 10254 (Contract No. 2026-41-CC) with the Los Angeles County Regional Park and Open Space District to utilize the funds for the Southern Avenue Multimodal Bridge Project, City Project No. 743-ST;

**16**
**STREETS/SIDEWALKS/ LANDSCAPING CONT'D**

b. Authorized the Mayor to execute Grant Agreement No. 10254 in a form acceptable to the City Attorney;

c. Authorized the City Manager to execute all ancillary documents required to implement the grant, including reimbursement requests, grant status updates, and any non-substantive revisions;

d. Appropriated $50,000 in Proposition C Funds and $500,000 in Measure A Grant Funds to the Southern Avenue Multimodal Bridge Project, to fund planning and preliminary design services.

**17**
**PARKING & TRAFFIC**

The City Council unanimously approved items A & B during Consent Calendar:

a. Amended the Fiscal Year 2025/26 Capital Improvement Program to add in the Tweedy Boulevard/California Avenue Traffic Signal Synchronization Phase II, City Project No. 741-TRF, HSIP 5257; and

b. Appropriated $100,000 in Proposition C Funds to the Tweedy Boulevard/California Avenue Traffic Signal Synchronization Project Phase II, City Project No. 741-TRF, HSIP 5257, as necessary to fund the preparation of plans, specifications and estimates (PS&E).

**18**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously approved items A & B during Consent Calendar:

a. Purchase Order with California Street Lighting, on a sole-source basis, for repairs to High Voltage Series Streetlight Circuits No. 24, located near Duane Avenue and Virginia Avenue, and No. 27, located near Adella Avenue, in an amount not to exceed $133,250; and

b. Authorized the City Manager to execute the Purchase Order, in a form approved by the City Attorney.

**19**
**FINANCIAL MGMT**

The City Council unanimously approved items A & B during Consent Calendar:

a. Professional Services Agreement (Contract No. 2026-42-CC) with BMO Bank, N.A. for a period of five (5) years, with up to five (5) one-year extensions at the City's sole discretion, for a total term not to exceed ten (10) years; and

b. Authorized the Mayor to execute the Agreement in a form approved by the City Attorney

20
**INVESTMENT ADMIN**

The City Council unanimously received and filed the Quarterly Investment Report for the quarter ended March 31, 2026, during Consent Calendar.

21
**MINUTES**

The City Councill unanimously approved items A, B & C during Consent Calendar:

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

b. The Regular Continued Meeting Minutes of April 14, 2026 to April 20, 2026; and

c. The Special and Regular Meeting Minutes of April 28, 2026.

22
**WARRANTS**

The City Council unanimously approved the Warrant Register for May 26, 2026, by motion of Council Member Hurtado and seconded by Mayor Barron.

| | |
|---|---|
| Total of Checks: | $ 2,620,895.87 |
| Less: Voids | $ (1,653.33) |
| Less: Employee Payroll Deductions | $ (468,577.77) |
| Grand Total: | $ 2,150,664.77 |

Cancellations: 114290 and 114054

**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 at 12:22 a.m. and seconded by 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, JUNE 9, 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, Special Legal Counsel Jerry Ruiz |
| **LATE** | Council Member Maria del Pilar Avalos arrived late |
| **ABSENT/EXCUSED** | City Attorney Raúl F. Salinas |
| **1 CERTIFICATES OF APPRECIATION** | The City Council issued Certificates of Appreciation to the 2026 Miss South Gate Court. |
| **2 CERTIFICATES OF APPRECIATION** | The City Council issues a Certificate of Appreciation to the Winner of Renaming Cesar Chavez Park. |
| **3 CERTIFICATES OF APPRECIATION** | The City Council issues a Certificate of Appreciation to International Studies Learning Center for Being Selected as a 2026 California Distinguished School. |
| **4 CERTIFICATES OF APPRECIATION** | The City Council presented a Certificate of Appreciation to Diego Rosales, a member of the Chivas U-21 Soccer Team, in recognition of his outstanding achievement in winning the Clausura 2026 Championship. |
| **ADJOURNMENT** | Mayor Barron unanimously adjourned the meeting at 6:28 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 JOINT BUDGET CITY COUNCIL/SOUTH GATE HOUSING AUTHORITY/ SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE
# MEETING MINUTES
# TUESDAY, JUNE 9, 2026

| | |
|---|---|
| **CALL TO ORDER** | Joshua Barron, Mayor/Chairperson called the Special Joint Budget Meeting of the South Gate City Council, South Gate Housing Authority and Successor Agency of the Community Development Commission of the City of South Gate to order at 6:42 p.m. |
| **INVOCATION** | Tina De La Rosa, Acting Director of Parks & Recreation |
| **PLEDGE OF ALLEGIANCE** | Manny Arana, Chief of Police |
| **ROLL CALL** | Yodit Glaze, City Clerk/Recording Secretary |
| **CITY OFFICIALS** | Mayor/Chairperson Joshua Barron, Vice Mayor/Vice Chairperson Al Rios, Council/Authority/Agency Member Maria del Pilar Avalos, Council/Authority/Agency Member Gil Hurtado, and Council/Authority/Agency Member Maria Davila; City Treasurer Jose De La Paz, City Manager/Executive Director Rob Houston, Special Legal Counsel Jerry Ruiz |
| **LATE** | City Attorney/Authority Counsel Raúl F. Salinas arrived at 9:23 p.m. |

## PUBLIC HEARINGS

**1**
**COMMUNITY DEV/ HOUSING**

Following the conclusion of the public hearing, the City Council unanimously approved items A, B & C by motion of Council Member Hurtado and seconded by Vice Mayor Rios:

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

a. Resolution No. 2026-26-CC entitled Resolution of the City Council of the City of South Gate, California, receiving and approving the Fiscal Year 2026-2027 Annual Action Plan;

b. Authorized the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development (HUD) the Fiscal Year 2026-2027 Annual Action Plan; and

1
COMMUNITY DEV/
HOUSING CONT'D

c. Authorized the City Manager or his designee to enter into agreements with eligible subrecipients in a form acceptable to the City Attorney.

Gabriel Perez, Director of Community Development, stated Carol Averell, Housing Manager, and assisted by the city's consultant Ana Lenoue will be giving the presentation.

Carol Averell, Housing Manager, gave the presentation.

Mayor Barron asked if anyone in the audience or Zoom wished to speak on this item.

ZOOM

Mario Dominguez, a South Gae resident, stated that the Citizens Advisory Committee allocated $1.1 million to the Parks & Recreation Department for related projects.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Avalos asked whether the City will be able to expend the funds within the current fiscal year.

Ms. Averell responded that the City has been actively spending the funds and has already completed several projects.

Council Member Avalos asked why the item was returning to the Council for changes, noting that other projects were ready to proceed.

Ms. Averell explained that some projects are taking longer than anticipated to be completed, and certain issues will prevent staff from meeting required expenditure deadlines. She stated that staff have identified an alternative project that is ready to move forward and will require approximately one million dollars to complete.

Council Member Avalos asked when staff plan to bring the item back to the Council.

Ms. Averell responded that it is expected to return in September.

Council Member Avalos inquired about the amount allocated to the South Gate Chamber of Commerce.

Ms. Averell reported that the city allocated $12,000 to the Chamber for Fiscal Year 2025–2026.

1
COMMUNITY DEV/
HOUSING CONT'D

Council Member Avalos inquired whether the city had received any documentation from the South Gate Chamber of Commerce, noting her concern about ensuring the city remains in compliance with HUD requirements.

Ms. Averell stated that, when reviewing applications, staff must verify that all proposed projects are eligible under the CDBG program. She explained that this particular project is categorized as an economic development activity, which carries additional requirements. Staff are working with the Chamber of Commerce to complete the necessary checklists so that staff can determine the project's eligibility.

Council Member Avalos inquired whether the Chamber of Commerce had completed 2025-2026 project.

Ms. Averell responded that it had not been completed.

Council Member Hurtado noted that the staff report indicates that, in the event the City receives a reduced allocation of funds, only the graffiti abatement program would be subject to a decrease. He requested clarification as to whether the reduction would be based on a specific percentage, a fixed dollar amount, or the full amount allocated.

Ms. Averell responded that, during the Community Advisory Committee (CAC) meeting, the committee determined that due to the overall low funding levels, graffiti abatement would be the only program affected by any reduction.

Council Member Hurtado asked whether there was any possibility of a decrease.

Ms. Averell responded that there was not, explaining that the figures are based on the City's HUD allocations.

Council Member Avalos asked Director of Public Works Cervantes whether the $107,000 would be used to retain the part-time or full-time employees currently assigned to graffiti abatement.

Mr. Cervantes stated that the part-time graffiti abatement positions are included in the proposed budget cuts and that the funding would support the full-time employees.

1
COMMUNITY DEV/
HOUSING CONT'D

Vice Mayor Rios inquired whether opportunities to apply for the Chamber of Commerce programs and the Latino Leadership Training remain available.

Ms. Averell confirmed that they do.

Vice Mayor Rios inquired about the South Gate Women's Business Center.

Ms. Averell stated that she will ask Ana Elizarraras from the Chamber of Commerce to provide additional information on the program.

Ms. Elizarraras explained that the program will be implemented through the Chamber of Commerce in collaboration with the new Economic for Women Center, which will bring additional resources to the city.

Vice Mayor Rios requested that Ms. Averell highlight the Residential Rehabilitation Program in future reports.

Ms. Averell provided an update on the accomplishments for the current fiscal year. She noted that there are two distinct housing rehabilitation programs and summarized the activities completed to date under each program.

Mayor Barron would like clarity on a comment made that there are certain projects that come forward and then get changed or removed from the CDBG funding.

Ms. Averell explained that the Community Development Block Grant (CDBG) program requires funds to be spent within specific timelines. The City has been working to expend its allocated funding as quickly as possible; however, during the COVID-19 pandemic, the City received additional CDBG-COVID funds, which were required to be spent first. Many cities experienced similar delays due to this requirement.

She further clarified that when a project is not progressing fast enough to meet federal expenditure deadlines, the city must identify alternative projects that can move forward more quickly. In such cases, the slower-moving project may be temporarily removed from the current year's funding plan and can be reconsidered for funding in the following fiscal year.

2
BUDGET ADMIN

Following the conclusion of the public hearing, the City Council approved by motion of Council Member Davila and seconded by Council Member Hurtado:

**ROLL CALL:** Council Member Avalos, no; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

a. Received and filed presentations on the Proposed FY 2026-27 Budgets and 1-Year Capital Improvement Program (CIP);

b. Resolution No. 2026-27-CC entitled A Joint Resolution of the City Council of the City of South Gate, South Gate Housing Authority and Successor Agency to the Community Development Commission of the City of South Gate, California, adopting the FY 2026-27 Municipal Budget in the amount of $282,102,715, including all funds and departments, and adopting the included Financial and Budgetary Policies, along with any additions or deletions the Legislative Bodies may enact;

c. Resolution No. 2026-28-CC entitled Resolution of the City Council of the City of South Gate, California, approving and adopting the recalculating the FY 2025-26 Gann Appropriations Limit in the amount of $109,371,003 and establishing the FY 2026-27 Gann Appropriations Limit in the amount of $114,853,681;

d. Resolution No. 2026-29-CC entitled Resolution of the City Council of the City of South Gate, California, establishing the FY 2026-27 Master Fees and Charges Schedule and rescinding Resolution No. 2025-26-CC.

City Manager Houston stated that budget discussions have been ongoing since October. The city is facing a significant budget deficit and has held public hearings and conversations on how to address it. At the last meeting two weeks ago, staff provided detailed information on all proposed cuts and the impacts of the substantial reductions effective July 1st. This evening, staff are summarizing that information and seeking the Council's approval and direction.

Luis Frausto, Director of Administrative Services, explained that although much of the information in tonight's presentation had been provided before, a few of the figures have changed since the last budget.

Council Member Hurtado asked Mr. Houston to clarification as to why the South Gate Police Department receives the largest portion of the budget.

2
BUDGET ADMIN CONT'D

Mr. Houston stated that ensuring public safety in a city of this size requires significant staffing.

Chief Arana stated that the Police Department currently has 73 sworn police officers.

Council Member Hurtado asked how many officers the city should ideally have.

Chief Arana responded that the Department should have approximately 100 officers.

Mr. Houston explained that some departments with large numbers of staff, such as Public Works, appear to receive a smaller share of the City's tax-funded budget because they are able to access substantial state, local, and federal grants. Public works projects including road work, park construction, and various facility and infrastructure improvements are often funded through these grants rather than through City tax dollars. The city is also able to charge certain staff and service costs to those grant-funded projects.

He noted that the figures presented by staff reflect only the portion of each department's budget that is funded by City taxes, not the external grant funding received. Departments such as Parks and Recreation also benefit from these grants, which further reduces their tax-funded share. In contrast, police services generally do not have access to comparable large-scale grants for daily operations, meaning the Police Department relies more heavily on local tax dollars to support its ongoing costs.

Mayor Barron asked Mr. Cervantes for an update on the current CIP budget for all active projects.

Mr. Cervantes responded that the city should rely on the figures previously provided by Mr. Frausto.

Mr. Frausto noted that the CIP number shown is a one-year snapshot, and the total CIP portfolio is over one hundred million dollars.

He explained that the pie chart shows how the General Fund is allocated, with most of it supporting public safety. He noted citywide budget reductions and said the city is again funding positions only for the months they're expected to be filled. This approach helps avoid large year-end vacancy savings and ensures General Fund dollars are used efficiently.

2

BUDGET ADMIN CONT'D

Mayor Barron asked Mr. Frausto to provide clarification on the property tax. He explained that property tax revenue is not limited to what the City receives from residential or business properties. It also includes allocations from other property-related sources.

Mr. Frausto stated that all of it is tied to real estate and property, but the distribution follows a specific formula. The City receives 6.15% of the overall property tax allocation. He noted that this percentage is not a direct share of individual real estate property tax bills; rather, it is part of the broader allocation structure.

Mayor Barron clarified that the portion being discussed is larger than just the City's property tax allocation from residential and commercial properties.

Vice Mayor Rios added that Los Angeles Unified School District, the County, and the State each receive property tax shares that are significantly larger than the amount allocated to the City.

Mr. Frausto responded that the City receives only 6.15% of the property tax, and that the remaining portions are divided among many different entities. The largest share tends to go to the State and County. School districts, unfortunately, do not receive a large portion, but they do receive some funding. He noted that no one wants to give up their share, so the total pie remains limited. Although the City receives a relatively low percentage of the property tax, it is still expected to provide the same level of service—if not a higher level of service.

Mr. Houston stated that staff have used this example several times, but for anyone who is new, when staff refer to property tax, only a small portion of what residents pay goes to the City. For example, if a property owner pays a $1,000 property tax bill, only $61 of that amount is received by the City to support City services. The remaining amount is distributed to the State, County, and local schools. He noted that residents often question why the City lacks sufficient funding despite paying taxes, but the City would prefer to receive more than $61 out of every $1,000; however, the City's share is very small.

Council Member Hurtado stated that this was frozen back in 1978. There's not much the city can do about it. The city is making an effort to work with the County Assessor and other members of his staff. He hopes we can make a dent on this. It's going to require a lot of other cities to join this effort. He mentioned the cities of Downey receive almost 14%, Long Beach receives 21.66%, Compton receives 11% and Lynwood 10%. If this city received like 10%, we'd probably be around thirty million dollars

BUDGET ADMIN CONT'D

instead of nineteen million. He mentioned the sales tax, about a year ago the city was at 10.25, and then there was a county measure to add a half percent. The city now charges 10.75. He asked Mr. Houston how much the city receives with that additional half cent.

Mr. Houston replied zero dollars.

Council Member Hurtado mentioned that there is a new County measure, Measure ER, placed on the ballot, and if it passes, the sales tax rate in South Gate would increase from 10.75 percent to 11.25 percent. How much additional half cent will the city receive.

Mr. Houston replied zero dollars.

Council Member Hurtado clarified that the public may perceive the situation as the City of South Gate increasing the sales tax. He stated this is not the case. The city currently receives 2% of the existing 10.75% sales tax rate, and if the overall rate increases to 11.25%, the City's share remains the same.

Mr. Frausto responded to Mayor Barron's question regarding the portion attributed to the levy versus the VLF, explaining that approximately 75% of the amount is derived from the VLF, with the remaining portion coming from the levy share.

Mr. Frausto explained about the investments and how the money is allocated. As of March 31, the total portfolio at market value is about 97 million dollars with roughly 8.5 million in uninvested cash available for operations. About 20 million sits in a restricted general fund and the remaining 80 million or so is spread across 56 other funds with about 79% of those balances restricted.

Councilwoman Avalos asked whether the city invests the money and how much the city earns from that investment.

Mr. Frausto responded that the city earns approximately $3 million per year.

Councilwoman Avalos asked if the $3 million per year is in addition to the $20 million the city is investing.

Mr. Frausto explained that the city is investing approximately $196 million, of which roughly $100 million is actively invested. He stated that the city earns about $3 million per year in interest. He further clarified that the interest earned does not all go into the General Fund; instead, it is

2

BUDGET ADMIN CONT'D allocated based on the source of the invested funds. For example, if 20% of the City's investment portfolio is derived from the General Fund, then 20% of the interest earnings are distributed to the General Fund.

Mr. Houston explained that of the $3 million earned in investment earnings, using the 20% allocation, $600,000 would support the General Fund, and the remainder would go to special funds, including the Water Fund and CIP.

Mr. Frausto explained why costs continue to rise.

Councilmember Hurtado asked Mr. Cervantes to explain when the City last updated the street lighting and landscaping fund.

Mr. Cervantes stated that it has been over 30 years since the fund was last updated.

Council Member Hurtado asked the City Manager when the City began using General Fund or other non-assessment funds to cover the shortfall in the Streetlight and Landscaping Fund.

Mr. Houston responded that staff are currently reviewing when General Fund support began and analyzing how that subsidy may need to increase over time as costs rise. He added that staff are also evaluating options to reduce expenses.

Mr. Frausto also provided an explanation of the reductions being implemented.

Mr. Houston clarified that Capital Improvement Program (CIP) funds are restricted to specific capital-related expenditures and cannot be used for general operating or non-capital purposes.

Mayor Barron asked if anyone in the audience or Zoom wished to speak on this item.

Francisco Gallegos, South Gate resident, expressed concerns regarding public safety due to the lack of police staffing. He also encouraged the community to attend Council meetings but stated that many residents currently have little confidence in the City Council.

Commissioner Eric Trujillo acknowledged the Council's hard work during challenging budget circumstances. With a background in finance and economics, he initially believed there was mismanagement but changed his view after engaging with staff. He thanked the Council, recognized the

BUDGET ADMIN CONT'D

difficulty of the budget cuts and expressed hope that the UUT measure will pass.

EMAILS

Alliance for a Better Community, along with several community organizations and local residents, urged the City Council to maintain funding for the City's crossing guard program. Their letter highlighted concerns regarding student and pedestrian safety near 16 schools throughout South Gate. They emphasized that crossing guards provide a critical safety presence for students and families and requested that the program remain funded despite current budget challenges.

ZOOM

Thomas Buckley, a South Gate resident, stated there has been a lot of discussion today about public safety and research and he agrees that people should do their own research. He stated that on average California cities figures are about 20% to 3% for their Municipal Police Departments. The City of South Gate is at 58%. He believes the City of Huntington Park's percentage is close to South Gate. He appreciates South Gate Police Department, but we must be honest about the city's financial outlook. He said that if the UUT fails in November, expect the South Gate Police Department percentage to grow by leaps and bounds.

Mario Dominguez, a South Gate resident, thanked Mr. Gallegos for attending the Council Meeting and addressing city matters. He expressed that he does not have confidence in the current Council Members.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Hurtado stated that the city has had a structural deficit since the 1980s. He noted that he brought this up at a previous meeting, referencing that in 1988 the City Council attempted to pass a measure to address the issue, but the measure failed. He added that in both 2013 and 2020 he again tried raising the issue and was told that it was not the right time. He commented that it was never considered a good time to discuss the UUT. He also noted that other cities have placed a UUT on the ballot, and those measures have passed.

Council Member Hurtado asked the City Manager whether he has a list of cities that have recently implemented a new tax.

Mr. Houston stated he will pull up that information.

Council Member Hurtado stated that all cities surrounding South Gate have a Utility Users Tax (UUT) and have had one for years. He added that other cities also receive cannabis-related revenue, and many obtain

2

BUDGET ADMIN CONT'D additional revenue from property taxes. Given these factors, he noted that South Gate has reached a point where additional funding is needed. Council Member Hurtado thanked Eric Trujillo for meeting with City staff and becoming informed on the matter. He encouraged members of the public to meet with City staff as well.

Mr. Houston reported that several LA County cities placed sales tax measures on the June ballot due to rising pension, insurance, and inflation costs. He noted that Bell approved a 1% sales tax (in addition to its existing 10% UUT), and that Bell Gardens, Commerce, Covina, Gardena, and La Mirada each approved 0.25%, La Puente approved 0.5%, and San Marino approved 1%. He added that many neighboring cities are expected to propose similar tax measures in November to address these financial challenges.

Council Member Hurtado stated that although those cities passed their measures, if the County measure also passes, they will receive an additional 1.5% increase on top of the County's existing 0.5%.

Vice Mayor Rios asked when the pension obligation bond will reach maturity and what the city is currently paying toward it.

Mr. Frausto stated that in 2005, the City Council made the decision to incur debt by obtaining a loan to help pay down the police pension liability. He noted that this debt will be fully paid off next year.

Vice Mayor Rios addressed community concerns regarding public safety, the budget for the Police Department and crossing guards.

Council Member Avalos asked the community whether they had received the financial budget policies and if they were included in the agenda.

Mr. Frausto responded that the policies were part of the agenda.

Council Member Avalos asked for clarification on whether they were included.

Mr. Frausto stated that they were provided as an attachment.

Council Member Avalos asked whether the salary ranges associated with the positions being retitled from Information System Analyst to Information Technology Analyst would remain the same, increase, or decrease, and whether the City had consulted with the unions regarding the change.

2

BUDGET ADMIN CONT'D Mr. Frausto explained that the action is strictly a title change accompanied by an update to the job description. He added that the meet-and-confer process has not yet begun.

Council Member Avalos stated that before she can make a decision, she is requesting professional courtesy for the City to meet with the unions.

Mr. Frausto clarified that the proposed changes would not take effect until the meet-and-confer process is completed, regardless of the budget adoption.

Council Member Davila asked the City Manager to address the question regarding what the city is doing to educate the community about the budget and the UUT.

Mr. Houston stated that City staff have conducted extensive social media outreach. He emphasized that any information distributed by the city is factual. Staff have launched a campaign to explain the budget, current deficits, the Utility Users Tax (UUT), and how South Gate's tax structure compares with other cities. He noted that staff presentations are available on the City's website. Mr. Houston also reported that he has attended several meetings with Watch Commander groups, neighborhood gatherings, and the Rotary Club to provide information and answer questions.

Council Member Davila acknowledged that no one wants to discuss increasing taxes; however, she emphasized the need for collaboration. She also addressed concerns related to crossing guard services.

Council Member Hurtado concurred with Councilwoman Avalos regarding the consideration of any changes to those positions, noting the potential impacts on both individuals and overall finances. He also addressed concerns related to the crossing guard program.

De La Paz, City Treasurer, reported that City staff has devoted considerable time over the past year and beyond to preparing materials and providing recommendations to assist the Council.

Mayor Barron addressed a statement regarding other cities having different allocations for safety.

## REPORTS AND PRESENTATIONS

**3**
**ELECTION ADMIN/ BUDGET ADMIN**

The City Council considered:

a. Selecting a Utility Users Tax rate of 8% or 9%, in place of the 7% rate reflected in the documents presented on April 14, 2026;

b. Adopting the Amended and Restated Resolution, submitting the revised ballot measure to the voters at the November 3, 2026, General Municipal Election, by the required two-thirds vote of the full Council under California Government Code section 53724(b);

c. Approving the revised proposed Ordinance for submission to the voters; and

d. Directing staff to transmit the adopted documents to the Los Angeles County Registrar-Recorder/County Clerk before the August 7, 2026, filing deadline.

**RECESS**

Prior to the conclusion of item 3, the City Council recessed at 9:27 p.m., and reconvened at 9:39 p.m., with all Members of Council present.

Item 3 was unanimously continued to the next regularly scheduled City Council Meeting of June 23, 2026, by motion of Council Member Hurtado and seconded by Mayor Barron.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

**DEVIATE FROM THE AGENDA**

At this time, there being no objections, Mayor Barron stated that Consent Calendar Items 6 and 8 would be considered out of its regular agenda order and continued to a future City Council Meeting.

**4**
**CITY COUNCIL/SB 707**

The City Council unanimously received and filed the Zoom and Agenda Translation Update presentation.

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS**

Francisco Gallegos, a South Gate resident, spoke on illegal fireworks.

Ana Elizarraras, Executive Director for the South Gate Chamber of Commerce, mentioned the Fourth Annual Men's Wellness Event on Saturday, Youth Tournament at Sofi Soccer Center on Saturday, June 20th, and FanFest Festival at Northgate on Otis and Tweedy on Sunday, June 21st. She also mentioned the launching of a program called One Community, One Game, One Goal to promote small businesses in the city.

Liz Ruiz, a South Gate resident, forwarded an email from South Coast Air Quality Management District regarding environmental justice issues to reduce localized air pollution and disadvantaged communities' program. Ms. Ruiz thanked Vice Mayor Rios and Councilwoman Davila for attending the Heart of a Hero awards that happened on May 29th. She submitted a ticket for the ramp on Otis and Michigan which hasn't been repaired.

Jimmy Ozaeta, a South Gate resident, spoke about trust, transparency and consideration.

**EMAILS**

Amy Lou, Community Library Manager, announced the start of summer discovery program at both Weaver and Hollydale Libraries with registration available online and in person. The update also highlighted summer and soccer activities, the upcoming children's lunch program at Weaver Library and the June 20th presentation by Wild Man Dan featuring live animals.

Cynthia Anderson expresses concern regarding potential staffing reductions and urges the City Council to apply any necessary layoffs fairly across all levels of the organization. She stated that frontline employees provide essential services to residents and advocates for evaluating management positions before reducing frontline staff and suggested that additional resources be directed towards security measures to address ongoing theft and vandalism at city facilities.

**ZOOM**

Mario Dominguez, a South Gate resident, stated that the cities of Cudahy, Bell Gardens and Whittier have been providing Zoom for their residents since 2020. He appreciates Mr. Frausto's comments regarding the splitter and video on Zoom to see presentations.

Robert Montalvo, a South Gate resident, addressed Council's behavior these past couple of months. He mentioned submitting public records requests and getting stonewalled.

**ZOOM CONT'D**

Thomas Buckley, a South Gate resident, stated that the public must be given an opportunity to comment on every item. This is in accordance with the Government Code 54954.3A of the Brown Act. He requested to speak on item 4 and thereafter on Non-Agenda Items.

Mr. Buckley thanked all the residents who advocated for phone and Zoom access to come back.

Mr. Buckley stated that he and former City Treasurer Greg Martinez warned the public that a deficit was coming but it was denied. He mentioned deep cuts, spending less, and layoffs must occur.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**

Arturo Cervantes, Director of Public Works – nothing to report.

Tina De La Rosa, Acting Director of Parks & Recreation, highlighted upcoming community events.

Gabriel Perez, Director of Community Development – nothing to report.

Luis Frausto, Director of Administrative Services, reported on the implementation of the online utility payment portal system that tentatively goes live on July 15th.

Jon Hamilton, Director of Human Services – nothing to report.

Manny Arana, Chief of Police, stated the city has strict municipal code laws against the use of illegal fireworks. He is asking the community to report anyone who is using illegal fireworks or anyone that is selling illegal fireworks.

Rob Houston, City Manager – nothing to report.

Raul F. Salinas, City Attorney – nothing to report.

Jose De La Paz, City Treasurer, stated a few businesses in the city have reached out to him regarding license renewals, enforcement for anyone operating without a license, and any audits to recoup revenue as needed from the licensing process.

Mr. Frausto responded that the renewals are being mailed by HdL and not by the city. In terms of enforcement, HdL is doing nonphysical or non-contact enforcement.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Yodit Glaze, City Clerk, stated she will read comments pertaining to Torrance Pipeline at the next meeting.

Council Member Avalos stated that in accordance with AB 1234, she attended the Southeast Water Coalition last Thursday. The Board approved the warrants that were on the register as well as approved the budget for 26/27. They also approved the change in the lead agency, which was Norwalk and now it will be Cerritos. They also reviewed several proposals for the website for the Southeast Water Coalition, and the Water Replenishment District did come out and make a presentation for their fiscal year 26/27. The meeting focused specifically on the budget adoptions, the governing matters that were before the trustees. Additionally, she will be attending Vector Control this Thursday. She also attended a webinar that is going to be required of Council Members moving forward SB 823 which deals with the fundamentals of municipal finance and financial management wherein they covered a lot of information on municipal finance and policies as well as taxes and other ways of generating revenue.

Council Member Avalos wished all the fathers a Happy Father's Day. She also acknowledged those community members who have lost their fathers in the past and no longer have that parental figure. She wished all the educators in the Southeast LA area a safe and relaxing summer as the school year is winding down this week for LAUSD as well as for the surrounding districts.

Council Member Davila reported that she attended the South Gate Middle School graduation and will be attending another upcoming graduation. She noted that longtime community member Isabel Parra retired and had been an active participant in Padres Unidos. She also shared that she received a message from Claudia Godinez informing her that another Padres Unidos member, Hilda Morales, passed away. Ms. Morales worked at Stanford Elementary School for 30 years. Council Member Davila requested that the Council meeting be adjourned in Ms. Morales' memory.

Council Member Hurtado clarified to Mr. Gallegos that he was the one who had commented about other cities banning fireworks and noted that he did not want the Mayor to be blamed for that statement.

Council Member Hurtado asked the City Manager and City Attorney whether it would be possible to increase firework-related penalties.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Mr. Salinas stated that administrative penalties would need to be discussed at a different meeting because the item was not on the current agenda. He noted that the City does have the ability to implement such penalties and emphasized that enforcement is a significant issue. He added that this matter had been considered in prior years, and that a process had previously been established.

Council Member Hurtado asked whether this item could be brought forward on an upcoming agenda.

Mr. Houston stated that staff can look into the matter. He noted that caution is needed, especially between now and November, due to the City's depleted police force and its focus on 911 calls and life-safety issues. He added that the City is already managing street vendors, parties at residents' homes, and responses to non-injury traffic collisions.

Council Member Hurtado requested that two additional items be placed on a future agenda. First, he noted that the Cities of Torrance and San Diego require fingerprints and background checks for all elected and appointed officials, and he requested that the city consider implementing a similar requirement. Second, he stated that some cities have adopted moratoriums on AI data centers due to potential environmental impacts, and he requested that the City explore this issue as well. Council Member Avalos seconded both requests.

Council Member Hurtado noted that a commissioner made a comment regarding Council compensation. He clarified that when he was first elected, Council Members received a salary of $600 per month. He added that there is a misconception that Council Members earn more than $100,000 annually, which is not accurate. The monthly salary later increased to $790, as permitted under state law.

Council Member Hurtado further reported that in 2024, Senate Bill 329 was enacted, establishing new salary levels based on city population. Under the legislation, cities with a population of up to 35,000 have a Council salary of $950 per month; cities with a population between 35,000 and 50,000 have a salary of $1,275 per month; cities with a population between 50,000 and 75,000 have a salary of $1,600 per month; and cities with a population between 75,000 and 150,000 have a salary of $1,925 per month. He concluded by noting that this item had been placed on the agenda and public comment had been received.

Council Member Hurtado noted that the City Council dedicates many hours to their duties that are often not visible to the public.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**
**CONT'D**

Vice Mayor Rios concurred with Council Member Hurtado's remarks, noting that City Council Members commit significant time to their responsibilities and did not seek offices for the compensation

Vice Mayor Rios congratulated all the graduates from elementary school through college. He stated that Ms. Parra and Father Angel should be recognized for their contributions. He noted that Father Angel will be leaving St. Helen's Church.

Mr. Houston stated that the City Clerk's Office is already working on the recognitions.

Vice Mayor Rios inquired about the project on California Avenue extending from Tweedy Boulevard.

Mr. Cervantes reported that the project involves the installation of a fiber optics line. He stated that the Gateway Cities Council of Governments (COG) is installing fiber optic infrastructure throughout its region to provide connectivity to city halls.

Vice Mayor Rios expressed interest in placing a moratorium on the agenda for discussion concerning the number of similar types of businesses operating within the city.

Vice Mayor Rios stated that he and other individuals had received parking citations for parking too close to stop signs. He noted that he was not aware of the applicable city codes and requested that this information be included in future water bill mailers.

Vice Mayor Rios reported that he attended the Kiwanis event, which recognized educators, police officers, and members of the fire department.

Council Member Hurtado stated that a comment had been made alleging that the City Manager insulted members of the community. Council Member Hurtado clarified that he was present during the conversation and that Mr. Houston did not insult anyone. He added that Mr. Houston was referring to individuals who have not offered any solutions to the City's financial issues and who consider meeting with City staff to be a waste of time.

Mayor Barron reported that he will attend the Los Angeles County Sanitation District meeting scheduled for the following day. He noted that a presentation will be provided regarding the Low Water Rebate Program. Mayor Barron also stated that the Los Angeles County Sanitation District will be implementing a water rate increase.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Mayor Barron reported that the Los Amigos Golf Course will close the front nine. The back nine will remain open and will operate starting next week for approximately one and a half months.

Mayor Barron thanked the Chamber of Commerce for announcing the discount card program, noting that the idea originated directly from local businesses.

Mayor Barron announced that Street Soccer USA will host a community watch party at the Hollydale soccer facility on Thursday, June 25th, for the USA–Turkey match.

**CONSENT CALENDAR**

Agenda Items 5, 7, 9, 10, 11, 12, 13, 14, 15, and 16 were approved by motion of Council Member Hurtado and seconded by Vice Mayor Rios. Items 6 and 8 were pulled and continued to a future City Council Meeting.

**ROLL CALL:** Council Member Avalos, yes (voted no on 11(c)); Council Member Hurtado, yes; Council Member Davila, yes (recused from voting on item 13); Vice Mayor Rios, yes; Mayor Barron, yes.

**5**
**ELECTION ADMIN**

The City Council unanimously approved items A, B, C & D during Consent Calendar:

a. Resolution No. 2026-30-CC entitled Resolution of the City Council of the City of South Gate, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers and requesting the Board of Supervisors of the County of Los Angeles to consolidate the election with any and all elections also called to be held on Tuesday, November 3, 2026 and requesting the Board to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2026;

b. Resolution No. 2026-31-CC entitled Resolution of the City Council of the City of South Gate, California, adopting regulations for Candidates for Elective Office pertaining to Candidates' Statement Submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026;

c. Adopting Resolution No. 2026-32-CC entitled Resolution of the City Council of the City of South Gate, California, resolving a tie vote by Lot using the coin toss method for Elective Offices in the event of a tie vote at the November 3, 2026, Municipal Election; and

**5**
**ELECTION ADMIN CONT'D**

d. Authorized the City Clerk to issue a notice of a General Municipal Election to be held on November 3, 2026.

**6**
**LICENSES & PERMITS**

The City Council unanimously continued waiving the reading in full and adopting Ordinance No. 2026-05-CC granting a five-year franchise to Torrance Pipeline Company, LLC, with an automatic five-year extension unless the City provides timely notice of termination, for the use, maintenance, repair, and replacement of one existing pipeline beneath designated public streets, together with related appurtenances, for the transmission and distribution of oil and oil products to a future City Council Meeting.

**7**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously adopted Resolution No. 2026-33-CC entitled Resolution of the City Council of the City of South Gate, California, adopting the Local Streets and Roads Funding Program Project List for Fiscal Year 2026/27 to program (a) $350,000 in Senate Bill 1 funds for the Annual Sidewalk Grinding Program, (b) $1,450,000 in Senate Bill 1 funds for the Citywide Residential Resurfacing Phase V, (c) $408,180 in Senate Bill 1 funds for the Citywide Residential Resurfacing Phase VI, and (d) $400,000 in Senate Bill 1 funds for the Citywide Sidewalk Improvements Phase XI, for a grant total of $2,608,180 in Senate Bill 1 funds during Consent Calendar.

**8**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously continued items A & B to a future City Council Meeting:

a. Approving Amendment No. 1 to Contract No. 2022-83-CC with United Pacific Services, Inc., extending the agreement through June 30, 2027, for continued citywide tree maintenance services and modifying the tree trimming cycle from a four-year cycle to a five-year cycle, for a not to exceed amount of $859,955; and

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

9
FINANCIAL SERVICES

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Amendment No. 1 to Contract No. 2025-86-AC, Professional Services Agreement with MV Cheng, extending the professional financial and accounting services contract through December 31, 2026, or until project completion,

b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney, and

c. Approved the reallocation of $5,000.00 from Salaries (Account No. 100-301-12-5101) to Professional Services (Account No. 100-301-12-6101) to fund the contract for the remainder of the current fiscal year (FY 2025-26).

10
WATER

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2026-44-CC) with NV5, Inc. to perform construction management and inspection services on the South Gate Park Wells Reservoir Interconnection City Project No. 746-WTR (Interconnection Project), in an amount not-to-exceed $68,603;

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 during Consent Calendar:

a. Agreement (Contract No. 2026-45-CC) with JA Salazar for the construction of the South Gate Park Wells Reservoir Interconnection, City Project No. 746-WTR, in an amount not-to-exceed $305,948;

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

c. Authorized the City Manager to approve contract change orders up to a cumulative amount of $100,000 in Water Funds; and

11
WATER CONT'D

d. Approved the Notice of Exemption for South Gate Park Wells Reservoir Interconnection, City Project No. 746-WTR (Interconnection Project).

12
WATER

The City Council unanimously approved items A, B, C & D during Consent Calendar:

a. Deductive Change Order No. 1 to Contract No. 2025-02-CC with JA Salazar Construction & Supply Corporation for the Automatic Meter Reading ("AMR") Upgrade, Phase IV, City Project No. 685-WTR, reducing the contract amount by $112,145;

b. Authorized the City Manager to execute Deductive Change Order No. 1 to Contract No. 2025-02-CC;

c. Accepted completion of the Automatic Meter Reading ("AMR") Upgrade, Phase IV, City Project No. 685-WTR by JA Salazar Construction & Supply Corporation, effective October 31, 2025; and

d. Directed the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

13
STREETS/SIDEWALKS/
LANDSCAPING

The City Council approved items A, B, C & D during Consent Calendar:

a. Approving the Notice of Completion for the construction of the Tweedy Mile Complete Street Project, City Project No. 614-ST, Federal Project No. ATPL-5257 (039) ("Project"), performed by Sequel Contractors, Inc., effective May 30, 2025;

b. Appropriating $149,000 in Proposition C Funds and $101,000 in Measure M Funds to pay outstanding administrative expenditures on the Tweedy Mile Complete Street Project, City Project No. 614-ST, Federal Project No. ATPL-5257 (039);

c. Transferring $75,000 in Measure W Funds from the Chakemo Improvements - Atlantic-Legacy, City Project No. 593-ST. to the Tweedy Mile Complete Streets, City Project No. 614-ST, Federal Project No. ATPL-5257 (039); and

d. Directing the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

**14**
**WASTEWATER MGMT**

The City Council unanimously approved Amendment No. 2 to Contract No. 2023-65-CC for Sanitary Sewer Main Closed-Circuit Television Inspection Services Agreement, ("Agreement"), with Pipe Tec to fund emergency storm drain repair work performed at Hollydale Regional Park during Consent Calendar.

**15**
**EMERGENCY/DISASTER PLANNING/PROGRAMS**

The City Council unanimously approved items A & B during Consent Calendar:

a. De-obligated $308,667 in Building Infrastructure and Maintenance Funds from the EOC Renovation Project, City Project 582-ARC.

b. Reallocated $308,667 in Building Infrastructure and Maintenance Funds from the SGPD-HVAC Renovation Project, City Project 667-GEN, to the South Gate Emergency Operations Center, City Project No. 582-ARC, to fully fund construction services.

**16**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously approved a $10,805 increase to the Blanket Purchase Order for asphalt materials to cover current expenditures and outstanding invoices during Consent Calendar.

**17**
**CITY COUNCIL APPOINTMENTS**

The City Council ratified the motion made by Council Member Maria del Pilar Avalos to remove Eric Trujillo as her representative from Parks & Recreation Commission and seconded by Council Member Hurtado.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, no; Council Member Davila, no; Vice Mayor Rios, abstain; Mayor Barron, no.

18

**WARRANTS**

The City Council unanimously approved the Warrant Register for June 9, 2026, by motion of Council Member Hurtado and seconded by Council Member Davila.

| | |
|---|---|
| Total of Checks: | $ 2,109,959.09 |
| Less: Voids | $ (0.00) |
| Less: Employee Payroll Deductions | $ (404,534.29) |
| Grand Total: | $ 1,705,424.80 |

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 Davila unanimously motioned to adjourn the meeting in memory of Celeste Montoya, wife of Tito Montoya, South Gate employee and Hilda Morales a long time South Gate resident at 12:27 a.m. and seconded by Mayor Barron.

**PASSED** and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

# CITY OF SOUTH GATE
# REGULAR CITY COUNCIL MEETING
# CONTINUED FROM
# JUNE 9, 2026 TO JUNE 23, 2026
# MINUTES
# MONDAY, JUNE 23, 2026

**CALL TO ORDER** Joshua Barron, Mayor called a Regular City Council Meeting to order at 8:10 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, City Attorney Raúl F. Salinas

**3**
**ELECTION ADMIN/**
**BUDGET ADMIN** The City Council on a motion made by Mayor Barron, seconded by Vice Mayor Rios selected the 8% rate in place of the 7% rate and B, C & D:

a. Selected a Utility Users Tax rate of 8% or 9%, in place of the 7% rate reflected in the documents presented on April 14, 2026;

b. Adopted the Amended and Restated Resolution, submitting the revised ballot measure to the voters at the November 3, 2026 General Municipal Election, by the required two-thirds vote of the full Council under California Government Code section 53724(b);

c. Approved the revised proposed Ordinance for submission to the voters; and

d. Directed staff to transmit the adopted documents to the Los Angeles County Registrar-Recorder/County Clerk before the August 7, 2026, filing deadline.

**ROLL CALL:** Council Member Avalos, no; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

**ADJOURNMENT** Council Member Hurtado unanimously adjourned the meeting at 8:54 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, JUNE 23, 2026

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| **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, Council Member Gil Hurtado and Council Member Maria Davila; City Treasurer Jose De La Paz, City Manager Rob Houston |
| **LATE** | City Attorney Raúl F. Salinas |

## OPEN SESSION

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| **1 PERSONNEL RECRUITMENT & SELECTION** | The City Council received and filed the list of new and promoted full-time employees hired or promoted during April and May 2026. |
| **2 PERSONNEL BENEFITS/ RETIREMENT ADMIN** | The City Council received and filed the list of employees retiring and/or separating from the City. |
| **3 PROCLAMATION** | The City Council issued a Proclamation declaring June as LGBTQ+ Pride Month. |
| **4 PROCLAMATION** | The City Council issued a Proclamation declared July 2026 as "Parks Make Life Better" Month. |
| **5 PROCLAMATION** | The City Council issued a Proclamation declaring the 4th of July as Independence Day. |
| **6 CERTIFICATE OF APPRECIATION** | The City Council issued a Certificate of Appreciation to Father Angel. |

7
**CERTIFICATE OF APPRECIATION**

The City Council presented a Certificate of Appreciation to "Awards You Will Remember" in recognition of its 35 years of business in the City of South Gate.

**CLOSED SESSION**

The Council Members recessed into Closed Session at 6:25 p.m. and reconvened at 6:52 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), and 54956.9(d)(1)(4)

   a. Beatriz Sereno v. City of South Gate, et al.
   b. Daniel Garcia Munoz v. LAUSD, City of South Gate, et al.

Item 1(a) is a claim injury on a city sidewalk. There was a presentation made by the City Attorney in connection with that matter and at the conclusion of the presentation, the City Council authorized the settlement of that matter by motion of Council Member Hurtado and seconded by Councilwoman Davila and the vote was 5-0. The amount of settlement will be disclosed subject to the Brown Act.

Item 1(b) involves an automobile accident involving a city vehicle. There was a presentation made by the City Attorney and upon completion of that presentation, there was a motion made by Council Member Hurtado and seconded by Councilwoman Davila and on a vote of 5-0, the City Council authorized the City Attorney to defend the matter.

**ADJOURNMENT**

Mayor Barron unanimously adjourned the meeting at 6:55 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, JUNE 23, 2026

**CALL TO ORDER** Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:55 p.m.

**INVOCATION** Tina De La Rosa, Acting Director of Parks & Recreation

**PLEDGE OF ALLEGIANCE** Raúl F. Salinas, City Attorney

**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, City Attorney Raúl F. Salinas

**PUBLIC HEARINGS**

1

**WATER**

Following the conclusion of the Public Hearing, the City Council on a motion made by Council Member Hurtado, seconded by Council Member Davila unanimously approved items A & B:

a. Received and filed a presentation of the City's 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP); and

b. Adopted Resolution No. 2026-34-CC entitled Resolution of the City Council of the City of South Gate, California, adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan to comply with the Urban Water Management Planning Act (California Water Code Division 6, Part 2.6, Sections 10610 through 10657) as mandated by the State of California.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

Chris Castillo introduced Stan Chen from Stetson Engineering, which the city retained to prepare this report.

Stan Chen, Stetson Engineers, Inc., provided the presentation.

Mayor Barron asked if anyone in the audience or zoom wished to speak on this item

1
WATER CONT'D

Mario Dominguez, a South Gate resident, asked whether the City has sufficient water available to respond to a major fire disaster.

Liz Ruiz, a South Gate resident, asked where the water shortage contingency plan could be found online.

Having no one else come forward, Mayor Barron closed the audience portion.

Councilwoman Avalos asked how often the city is required to submit this report to the state.

Arturo Cervantes, Director of Public Works, stated that the plan must be filed every five years, with the current filing deadline set for June 30.

Mr. Chen explained that the schedule allows water agencies and systems to collect data through 2025 and incorporate it into the plan.

Councilwoman Avalos expressed concern that data centers can place significant strain on water resources. She asked whether any nearby data center development could affect South Gate residents or the City's water supply.

Mr. Cervantes is not aware of any proposed or active data center development projects within the city.

Councilwoman Avalos clarified that her concern was not about data center development within South Gate, but in neighboring cities. She asked whether such development could affect South Gate residents or the City's water supply.

Mr. Cervantes asked Mr. Chen to explain how groundwater use by other agencies could affect South Gate's groundwater supply.

Mr. Chen explained that groundwater rights in the basin are adjudicated. Any water agency that produces groundwater from the Central Basin must stay within its allotted rights unless it leases additional water rights from another rights holder.

Mr. Cervantes stated that the City holds more than 11,000 acre-feet of water rights and uses approximately 8,300 acre-feet. Regardless of whether other agencies use their own allocations, South Gate retains access to the groundwater amount authorized under its water rights.

1
WATER CONT'D

Vice Mayor Rios acknowledged that the City has sufficient water supply but noted that residents have been asked to conserve water in the past. He asked whether all groundwater wells are located within South Gate or whether some are shared with neighboring communities.

Mr. Cervantes stated that the City's water system is fully dependent on groundwater. Although the City has access to imported water, such as water from the Metropolitan Water District, its sufficient groundwater rights allow it to rely entirely on groundwater and avoid drawing water from other sources.

Vice Mayor Rios asked whether the City's groundwater is free from contamination.

Mr. Cervantes stated that the City's water quality is regulated by the state and must meet standards for numerous groundwater constituents. Although groundwater conditions and constituent levels may vary, the City tests its water regularly, producing more than 2,000 water samples each year. He noted that the city has consistently met state and federal water quality standards, and the City's water is considered safe for use.

Mayor Barron asked whether the question about the water shortage contingency plan could be addressed.

Mr. Chen stated that the Water Shortage Contingency Plan is included in Chapter 8 of the Urban Water Management Plan.

Mayor Barron asked whether the Water Shortage Contingency Plan had been updated.

Mr. Castillo stated that residents can find the City's master planning documents by searching for master reports.

Mayor Barron asked whether the City has sufficient water available to serve South Gate residents during an emergency.

Mr. Cervantes stated that the city has a reliable and robust water system, including 14 million gallons of stored water available for emergency use.

Council Member Hurtado noted that maintaining the City's water system requires flushing, which can raise concerns about water waste. He asked whether the city could calculate the amount of water flushed and whether it would be feasible to recapture any of that water within the system.

1
WATER CONT'D

Mr. Cervantes stated that the amount of water pumped to waste can be calculated through the fire hydrants. He explained that staff previously reviewed whether flushed water could be captured and returned to the water system. While a process exists, it is very expensive, and the city has chosen not to pursue it.

Councilwoman Davila asked staff to inform residents where the City's reservoirs are located.

Mr. Castillo identified the City's major water storage reservoirs, including the 4.4-million-gallon underground reservoir at South Gate Park, the two westside reservoirs with a combined capacity of 5 million gallons, the two Hawkins reservoirs near the 710 Freeway with a combined capacity of 5 million gallons, and the 1.8 million-gallon Elizabeth reservoir on Ardmore.

**REPORTS AND PRESENTATIONS**

2
WATER

The City Council considered:

a. Reviewing and discussing the information presented regarding a potential conditional, one-time water bill discount program that would take effect only if the proposed Utility Users Tax (UUT) measure is approved by voters in the upcoming Municipal Election to be held November 3, 2026;

b. Providing direction on the final program parameters to be incorporated into the resolution, including:

    1. The discount percentage and total one-year program amount, such as a 10% discount resulting in approximately $2.2 million in water revenue not collected;
    2. Whether comparable relief should be provided to customers served by non-City water providers, including Golden State Water customers, and whether General Fund resources should be used for that purpose; and

c. Adopting a Resolution establishing a conditional, one-time water bill discount program, effective only upon voter approval of the UUT measure, incorporating City Council direction provided during this meeting, and authorizing the City Manager to take all actions necessary to implement the program, subject to final approval as to form by the City Attorney.

This subject was thoroughly discussed, but no action was taken.

**RECESS**

At this time 8:10 p.m., it was moved by Council Member Hurtado, seconded by Vice Mayor Rios and unanimously carried that the meeting be recessed in order that the Council might hold its recess meeting from June 9, 2026. The meeting reconvened at 8:54 p.m. with all Council present.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS**

Yancy Lopez, a South Gate business owner, said she did not wish to revisit the UUT rate but wanted to address the measure's language, specifically the inclusion of a sunset clause. She explained that a sunset clause would allow the tax to expire after a set period unless voters choose to renew it, giving residents a future opportunity to decide whether the tax is still needed. She said this would help address uncertainty about possible rate increases, future tax requests, long-term payments, and whether improved City finances could allow the tax to be reconsidered. Ms. Lopez stated that a sunset clause would not resolve every concern but would provide reassurance, strengthen trust, and give the community a fair opportunity to revisit the tax in the future.

Carolina spoke about the City's financial deficit and proposed utility users tax increase. She said residents understand the City's financial challenges but believe public trust must be rebuilt through greater transparency and two-way communication. She cited concerns about changing tax proposals, limited social media engagement, and unclear public outreach. If the tax is necessary, she urged the Council to consider a sunset clause tied to a set timeframe and clear financial goals. She also encouraged discussion of term limits, stating that South Gate needs transparency, accountability, new leadership, and a clear path forward to regain residents' trust.

Mr. Pechardo, a South Gate resident, stated that he attended the Vice Mayor's Thursday session and disputed Mayor Barron's claim that he had requested a code enforcement favor. He said his inquiry about a utility trailer was a constituent service request, not a request for special treatment, and denied asking any Council Members for a backroom deal. He also followed up on his February 24, 2026, public comment regarding Council Member Hurtado's alleged violation of decorum rules. Mr. Pechardo said that although the City Attorney stated on March 24 that the audio was manipulated, original footage obtained through a PRA request appears to capture Council Member Hurtado using profanity and disparaging language. He said this raises concerns about whether the City Clerk distributed manipulated audio or whether the City Attorney provided inaccurate information. Mr. Pechardo requested that the City Clerk state

**COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D**

whether the audio was manipulated and that the City Attorney review the original footage, acknowledge the recorded conduct, correct the record, and provide a timeline for the correction.

Anna Rodriguez, speaking on behalf of the South Gate Women's Club, said the organization has served South Gate since 1919 and that she has been a member since 2022, after retiring from the city in 2020. She said the Club holds meetings and events at the Girls Clubhouse and appreciates using the facility, but there is no ice machine, requiring members or staff to buy or locate ice. Because the clubhouse is also used by tiny tots, staff, and the teen center, the Club purchased an ice machine to donate for installation at the facility.

Margarita Valenzuela, a South Gate resident, spoke on behalf of neighbors, many of whom are seniors, and said the proposed 8% or 9% utility tax and senior exemption do not fully address the burden on families. She said many seniors live on fixed incomes and rely on adult children, grandparents, and other household members to help pay for medication, groceries, utilities, and other necessities. She stated that asking residents to vote on a utility tax while families face rising costs sends the wrong message, and that the City should first show it has exhausted all options to control spending and address its financial challenges. Ms. Valenzuela said residents are not seeking special treatment, but leadership that understands their financial realities.

Gloria Medina, president of the South Gate Women's Club, thanked the City Council for allowing the Club to meet at the Girls Clubhouse and said the Club supports the city and hopes to promote unity. She announced a bingo night on Friday, June 26, to raise scholarship funds for South Gate resident high school seniors, including those attending schools outside South Gate. She also expressed appreciation for the city waiving rental fees and noted that the Club donates to cancer and Special Olympics organizations.

Edgar Pelayo, a South Gate resident, spoke about the budget and UUT, noting Council's concerns about misleading social media information and its encouragement to rely on experts. He said he appreciates the new call-in feature and hopes it improves public participation.

**ZOOM**

Mario Dominguez, a South Gate resident, expressed disappointment with the City Council's decision after Mr. Frausto's presentation. He told the City Treasurer and City Clerk the UUT should be at least 10% and objected to forcing city workers into early retirement or laying them off.

**ZOOM CONT'D**

Liz Ruiz, a South Gate resident, expressed disappointment with the proposed 8% rate but stated she believes it has a higher likelihood of passing. She shared concerns regarding future revenue shortfalls and asked whether the City Council is considering potential tax increases in other funds, such as the Street and Lighting Fund or the Water Fund, noting those may be easier for the public to support.

Ms. Ruiz also stated that she has not seen the updated Hazard Mitigation Plan posted online.

Robert Montalvo, a South Gate resident, expressed concern that he had been labeled an "enemy of the city." He reminded the City Manager and city employees that their salaries are funded by residents and stated that staff should treat the public respectfully.

He also commented on remarks made by Council Member Hurtado regarding pictures of minors, raised concerns about council travel expenses for hotels and resorts, and criticized the City's communication to the community regarding the Utility Users Tax (UUT).

Thomas Buckley, a South Gate resident, expressed concern that the Council Chambers are filled with misinformation. He stated that the City faces not only a financial deficit but also a deficit of public trust.

Cyndi requested that management and supervisory employees share in the sacrifices currently affecting the rank-and-file workforce. She urged department heads to voluntarily take a 10% pay reduction as a demonstration of fairness and solidarity during the city's fiscal challenges. She emphasized that shared sacrifice would improve morale, restore confidence, and show employees and residents that leadership is willing to lead by example.

Cyndi inquired whether any Council members had utilized public funds for travel to resorts or casinos. She also requested information identifying which Council members have incurred the highest and lowest amounts of expenses related to attending venues or events.

**EMAILS**

Angie Torres expressed concern regarding the disparity between management salaries and those of rank-and-file employees during the city's current financial challenges. She urged the City Council to consider temporary management salary reductions of approximately 5 to 10 percent as a way to help preserve employee positions, maintain essential services, and demonstrate solidarity with frontline workers before implementing additional layoffs or service reductions.

**EMAILS CONT'D**

Claudia Rivera acknowledges the city's fiscal challenges and the need for difficult budget decisions but expresses concern that many affected employees are among the city's lower-paid workers who provide essential services. She requests consideration of a temporary 5% reduction in management salaries as a shared-sacrifice measure to demonstrate fairness, unity, and support.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**

Arturo Cervantes, Director of Public Works – has nothing to report.

Tina De La Rosa, Director of Parks & Recreation, commented on city events and programs.

Luis Frausto, Director of Administrative Services, stated the city has started providing notice to the public that the new payment portal for utilities is going to go alive August 3rd.

Mara Lopez, Human Resources Analyst – has nothing to report.

Chief of Police Manny Arana reported that as the community continues to enjoy the FIFA celebrations and prepares for Independence Day festivities, residents are reminded to celebrate safely and responsibly. He noted that the only fireworks manufactured within the City of South Gate are the State Fire Marshal–approved "Safe and Sane" fireworks, which may be purchased from authorized local stands. He emphasized that the South Gate Municipal Code prohibits the sale, possession, purchase, and use of any fireworks not classified as Safe and Sane. Violations of the City's fireworks ordinance carry significant fines: $1,000 for the first offense, $1,500 for the second offense, and $2,000 for the third offense. Additionally, individuals may be subject to arrest and prosecution depending on the quantity and method of possession or storage of illegal fireworks. Chief Arana further reminded the public that discharging firearms into the air or in any unsafe manner is strictly prohibited and subject to arrest and prosecution.

City Manager Rob Houston noted ongoing efforts to streamline operations and balance revenue needs with creative, cost-effective approaches. He highlighted two examples from the meeting:

He appreciated nonprofits' willingness to offset City costs, citing the Women's Club's offer to donate an ice maker as a positive example of shared responsibility and commended the Parks Director for adding new, low-cost programs despite reduced staffing, using part-time staff to run small camps and activities that provide supervised recreation without impacting the budget.

**REPORTS AND COMMENTS FROM CITY OFFICIALS**
**CONT'D**

Raúl F. Salinas, City Attorney, stated that a member of the public commented on the audio recordings of City Council Meetings. He clarified that the official record of the City Council Meetings consists of the minutes which are included in the agenda and approved by the City Council. He noted that the video and audio recordings are not part of the City's official record; they are made available solely for public convenience.

Jose De La Paz, City Treasurer, reported that several residents had reached out requesting more readily available information—either through social media or the City's website—regarding incidents that may impact the community. He stated that residents expressed concerns about the Boyle Heights fire and resulting air quality issues, particularly as children participate in outdoor sports. In addition, residents were seeking updates on the cleanup process related to the East LA oil spill affecting local waterways and continuing to move down the Los Angeles River. Questions included containment efforts, contamination risks, and other environmental concerns related to recent incidents. Mr. De La Paz suggested that the City establish a section or method to provide residents with updates shared through County or State channels, so the community can remain informed even when incidents occur outside City limits.

Mayor Barron thanked Mr. De La Paz for his comments and explained that he had been on a conference call with county officials regarding the Boyle Heights fire. He noted that several agencies acknowledged communication issues with local cities. The city shared all available information from AQMD, including links and their app. He added that AQMD announced an air purifier request option for affected residents, and that Supervisor Hilda Solis's office will hold a giveaway on Saturday.

Yodit Glaze, City Clerk - has nothing to report.

Council Member Avalos wished the community a happy 4th of July. Please use the Safe and Sane fireworks that are for sale this year and it helps the nonprofits. She will be representing the California Educators in Colorado this July next week as a delegate for the National Educators Association. She will not be in town and hopes to be back at the next Council Meeting.

Council Member Avalos has a couple of questions because they were raised by one of the ladies here in Council Chambers. What would this Council need to do to put a ballot measure, possibly in November and hopefully it wont cost the city more for term limits as well as putting in for districts. We talk about our surrounding cities. They have term limits and districts. South Gate does not.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Mr. Salinas does not have the information to be able to answer that question.

Council Member Avalos said a prior comment during the Utility Users Tax discussion characterized the cost as "just $500," but many residents struggling with housing, food, transportation, and utility costs would view that amount as significant. She said the issue raises broader questions about fairness, personal responsibility, and the use of taxpayer dollars, noting that many residents lack the insurance, allowances, pensions, retirement benefits, and other resources available through public service. She questioned whether publicly funded benefit packages are the best use of City funds when those resources could support staffing, services, or full-time opportunities for part-time employees. She then reviewed annual benefit costs for elected officials, including car and communication allowances, disability and survivor benefits, vision, retirement, deferred compensation, medical, dental, cash-out medical, and life insurance, totaling approximately $130,958.50 for five elected officials, plus $104,500 in stipends, for a total of $234,595.85. Council Member Avalos said she ran to serve the community, not for benefits, and stated that, given the City's financial strain, it may be time to revisit those benefits and lead by example. She said potential reductions could have helped avoid placing more burden on residents, though she is only one vote. She also noted her request for a sunset clause on the UUT was not supported, but said residents will have the opportunity to make their voices heard in November.

Council Member Davila has no further comments.

Mayor Barron addressed a comment made by phone or zoom regarding allegations about the distribution of photos. He stated that the allegation was not true and expressed concern that repeated false statements can create safety risks, including confrontations directed at Council Member Hurtado in public settings. Mayor Barron said such comments can place Council Members and others at risk. He apologized to Council Member Hurtado, stating that he knows his character.

Council Member Hurtado discussed his ICFA meeting and asked Community Development Director Gabe Perez to attend to hear about a housing assistance project. He also requested that information from the previous meeting on SOMA's solar-powered resources be shared with facilities that could benefit residents.

Council Member Hurtado responded to comments made by Robert Montalvo, stating that Mr. Montalvo had repeatedly made false allegations that Council Member Hurtado admitted to taking photos of young girls. Council Member Hurtado denied the allegation and said it never occurred.

REPORTS AND COMMENTS FROM CITY OFFICIALS
CONT'D

He stated that, because the allegations continued, a friend who served on the South Gate Junior Athletic Association board contacted the then-City Manager and submitted a letter for the record. The 2023 letter related to a review by the City Manager and Police Department into whether any such allegations existed. Council Member Hurtado said that after Mr. Montalvo's claim was not supported, Mr. Montalvo made a podcast accusing JAA board members of placing his daughter on a stool in the American Legion hospitality lounge and forcing her to drink alcohol. Council Member Hurtado said that allegation was also untrue and that making such statements is dangerous. He described Mr. Montalvo's comments as baseless and addressed additional claims about casinos and hotels, noting that the issue had been discussed several times. He stated that three Police Department members attended a meeting or training and asked Chief Arana to explain why those employees attended.

Chief Arana stated that several female officers attended leadership training and stayed at the hotel designated for the event.

Council Member Hurtado stated that Mr. Montalvo used an image from a city warrant report showing the three employees and attributed the expenses to him, Mayor Barron, and Council Member Davila. He said Mr. Montalvo claimed one of them was lying, and Council Member Hurtado agreed, stating it was not him. He asked that the record reflect that three Police Department employees attended a training session at a resort selected for the event, and that the officers did not choose the location.

Council Member Hurtado addressed comments made by Mr. Buckley, stating that although Mr. Buckley speaks about transparency, he has removed people from his page when they posted comments he disagreed with. Council Member Hurtado said he no longer comments on Mr. Buckley's page because his comments are blocked, though he clarified that Mr. Buckley did not block him and that he left the page voluntarily. He also stated that, when they were friends, Mr. Buckley visited the South Gate Junior Athletic Association after being invited in response to Mr. Montalvo's comments about the organization. Council Member Hurtado provided Mr. Buckley's comments for the record and also submitted another page related to a woman killed by ICE.

Council Member Hurtado stated that Council Members are elected to govern, not to engage in politics. He said Council Member Avalos entered the former Mayor's office, objected to the paint color, and directed staff to purchase a different color and work overtime. He noted that none of the offices he has held since 2005 have been changed for his benefit. He also said Council Members receive a gas allowance, but Council Member Avalos sought reimbursement for gas after driving to a function. He further stated that she objected to the office furniture and ordered

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

approximately $10,000 in new furniture. After he contacted the City Attorney to ask that she cancel the order, she did so, not because of the cost, but because she was told Council Member Hurtado intended to raise the matter at the next meeting. He said that when he attends functions, he pays his own expenses rather than using taxpayer funds.

Council Member Hurtado stated that he has met twice with the Pichardo's at their home and believes the Council has tried to assist them, but the Municipal Code limits what can be accommodated. He emphasized that he is willing to meet with residents and noted that he had also met with two women present in the Council Chambers, inviting them to contact him if they wished to meet again. He said anyone who wants to meet with him may do so. Council Member Hurtado also addressed Mr. Pelayo's comments, stating that staff had invited him to meet, but Mr. Pelayo viewed it as a waste of time. He said he had given Mr. Pelayo his card, but Mr. Pelayo had not followed up. Council Member Hurtado questioned the data Mr. Pelayo relied on, stating that the data did not support his claims. He said he wants residents to know the truth and that the Council operates based on the information provided, while also conducting its own research when needed.

Vice Mayor Rios thanked those attending in person and watching the meeting and said the Council values diverse opinions and perspectives. In response to comments about a sunset clause, he said he would support bringing the item back for discussion. He also requested improvements to the video system so online participants can be seen.

Mr. Frausto stated that staff entered into a contract with a vendor to address technology needs in the Council Chambers related to SB 707 compliance. He explained that the goal is for Zoom participants to view the same video shown on YouTube; however, he was not aware of any City Manager or City Council direction, or current work plan, to develop a system showing video of remote participants.

Councilwoman Avalos said it would be helpful to review SB 707, so the Council and community understand its requirements, noting that her reading indicated video was part of the requirement.

Mr. Frausto stated that was not accurate and noted that staff had previously presented an overview of SB 707. He said staff could provide the presentation for the Council again.

Councilwoman Avalos requested the presentation, explaining that her interpretation was that video is required under SB 707. She said she wanted to ensure the city remains in compliance.

**REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D**

Mr. Houston asked Vice Mayor Rios to clarify the topic he wanted to bring forward.

Vice Mayor Rios stated that he wanted the sunset clause brought back for open discussion and transparency.

City Clerk Glaze explained that the Zoom information previously provided to the Council did not include video. The only video-related requirement involved a Council Member who was required to remain on camera throughout the meeting.

Vice Mayor Rios was glad Ms. Medina received a response about her event.

Mr. Houston stated that staff brought forward several Council-approved extensions funded from reserves, including extending the nonprofit exemption through the end of the calendar year. If the measure passes, Council would likely extend the exemption; if it does not, all groups would begin paying in January.

Vice Mayor Rios noted that, aside from part-time employees, Council Members are the lowest paid positions in the city budget. He said he appreciated receiving solutions rather than only criticism.

**RECESS**

The City Council recessed at 10:09 p.m., and reconvened at 10:16 p.m., with all Members of Council present.

Mayor Barron requested clarification on online comments about the Habitat for Humanity project notification radius.

Mayor Barron expressed appreciation for the positive response from participating businesses to the discount card program. He stated that the cards are available for $10 through the end of the World Cup on July 19 and may be purchased at the City Manager's Office and the Chamber of Commerce.

Mayor Barron thanked everyone for supporting his ideas for the various events and asked Ms. De La Rosa to speak about the SoFive event.

Ms. De La Rosa had a prior engagement and was unable to attend the event.

Mayor Barron thanked Koos Manufacturing for its $100,000 donation to the city.

**CONSENT CALENDAR**

Agenda Items 3, 4, 5, 6, and 8 were approved by motion of Council Member Hurtado and seconded by Vice Mayor Rios. Mayor Barron motioned to approve item 7 and seconded by Council Member Davila. Items 3, 4, 5, and 8 were pulled for separate discussion.

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes (recused from item 5); Vice Mayor Rios, yes; Mayor Barron, yes (recused from item 5).

**ROLL CALL:** Council Member Avalos, yes; Council Member Hurtado, yes (recused from item 7); Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes

**3**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council unanimously approved items A & B during Consent Calendar:

a. Amendment No. 3 to Contract No. 2022-83-CC with United Pacific Services, Inc., extending the agreement through June 30, 2027, for continued citywide tree maintenance services and modifying the tree trimming cycle from a four-year cycle to a five-year cycle, for a not to exceed amount of $859,955; and

b. Authorized the Mayor to execute Amendment No. 3 to Contract No. 2022-83-CC in a form acceptable to the City Attorney.

**4**
**PARKING & TRAFFIC**

The City Council unanimously approved items A, B, C & D during Consent Calendar:

a. Amendment No. 1 to Contract No. 2023-60-CC with KOA Corporation ("Agreement"), to fund additional design services for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, City Project No. 681-ST, for a not to exceed amount of $43,628;

b. Appropriated $43,628 in the Highway Safety Improvement Program Grant Funds to fund the services proposed under Amendment No. 1 to Contract No. 2023-60-CC;

c. Appropriated $30,000 in Prop C Funds to budget staff time for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, City Project No. 681-ST; and

d. Authorized the Mayor to execute Amendment No. 1 to Contract No. 2023-60-CC in a form acceptable to the City Attorney.

**5**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council approved items A & B during Consent Calendar:

a. Amendment No. 2 to Contract No. 2024-82-CC with Mariposa Landscape Services, LLC. ("Agreement"), to secure additional landscape maintenance services necessary for the newly installed landscape improvements located within the Tweedy Mile District as well as to perform one-time landscape and irrigation improvements at six median locations along Firestone Boulevard, in an amount not to exceed $205,690; and

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

**6**
**WASTEWATER MGMT**

The City Council unanimously approved items A & B during Consent Calendar:

a. Amendment No. 1 to Contract No. 2023-78-CC with John L. Hunter and Associates, Inc. ("Agreement") for management the City's CalRecycle Used Oil Recycling and Beverage Container Recycle Grant Programs, extending the term for one additional year (July 1, 2026, through June 30, 2027) for an additional compensation amount not to exceed $38,200; and

b. Authorized the Mayor to execute Amendment No. 1 to Contract No. 2023-78-CC in a form acceptable to the City Attorney.

**7**
**STREETS/SIDEWALKS/ LANDSCAPING**

The City Council approved items A, B, C, D & E during Consent Calendar:

a. Addendum No. 3 to Resolution 2021-61-CC approving Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 (Contract No. 2021-146-CC) with the Los Angeles County Flood Control District ("Transfer Agreement") to secure $692,000 in Measure W Regional Program Funding for the Urban Orchard Project;

b. Appropriated $692,000 in Measure W Regional Program Funding for the Urban Orchard Project;

c. Authorized the Mayor to sign Addendum No. 3 to Resolution 2021-61-CC in a form approved by the City Attorney;

d. Authorized the Mayor to sign Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 in a form approved by the City Attorney; and

**7**
**STREETS/SIDEWALKS/ LANDSCAPING CONT'D**

e. Authorized the Assistant City Manager/Director of Public to execute and submit all other documents pertaining to Addendum No. 3.

**8**
**RISK MANAGEMENT**

The City Council unanimously approved items A, B & C during Consent Calendar:

a. An excess workers' compensation insurance policy with Safety National, through Alliant for a one-year term of July 1, 2026, through July 1, 2027, with a premium in the amount of $155,997.00.

b. Authorized payment, in the amount of $155,997.00, to Alliant for the policy issued by Safety National.

c. Authorized the Mayor to execute the "Request to Bind Coverage" in a form acceptable to the City Attorney.

**9**
**WARRANTS**

The City Council unanimously approved (except for Warrant No. 114878) the Warrant Register for June 23, 2026, by motion of Mayor Barron and seconded by Council Member Hurtado.

| | |
|---|---|
| Total of Checks: | $ 2,181,601.63 |
| Less: Voids | $ (0.00) |
| Less: Employee Payroll Deductions | $ (442,005.74) |
| Grand Total: | $ 1,739,595.89 |

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 at 11:06 p.m. and seconded by Vice Mayor Rios.

**PASSED** and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk

JUL 22 2026

FILED 1:20pm

Item No. 12

# WARRANT REGISTER FOR COUNCIL MEETING 07/28/2026 PART I



Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 115163 | 7/8/2026 | 00003529 | AT&T | 960-4496558-072( | 7/1/2026 | BILLING PRD-JULY 2026 | 223.86 | 223.86 |
| | Voucher: | | | | | | | |
| 115164 | 7/8/2026 | 00000898 | CENTRAL BASIN MUNI WATE | SG-MAY26 | 6/17/2026 | MAY 2026 MONTLY CB METER CI | 17,243.01 | 17,243.01 |
| | Voucher: | | | | | | | |
| 115165 | 7/8/2026 | 00004338 | SEQUEL CONTRACTORS IN( | 11-RETENTION | 2/9/2026 | TWEEDY MILE COMPLETE STRE | 445,330.91 | 445,330.91 |
| | Voucher: | | | | | | | |
| 115166 | 7/8/2026 | 00004865 | SO CALIF EDISON | 6/18/26 | 6/18/2026 | BILLING PERIOD -05/19/26-6/30/2 | 70,442.66 | 70,442.66 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 533,240.44

**4 checks in this report.**

**Grand Total All Checks:** 533,240.44

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 115167 | 7/16/2026 | 0012107 | CALIFORNIA STATE DISBUR: | Ben387192 | 7/16/2026 | CA STATE DISB. UNIT: PAYMENT | 944.13 | 944.13 |
| | Voucher: | | | | | | | |
| 115168 | 7/16/2026 | 00002138 | FRANCHISE TAX BOARD | Ben387190 | 7/16/2026 | GARNISHMENT - FRANCHISE TA | 245.55 | 245.55 |
| | Voucher: | | | | | | | |
| 115169 | 7/16/2026 | 0014949 | TEXAS CHILD SUPPORT SDI | Ben387194 | 7/16/2026 | TX CHILD SUPPORT SDU: PAYMI | 638.31 | 638.31 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 1,827.99

**3 checks in this report.**

**Grand Total All Checks:** 1,827.99

# WARRANT REGISTER FOR COUNCIL MEETING 07/28/2026

**PART III**

apChkLst
07/16/2026 11:52:56AM

Final Check List
CITY OF SOUTH GATE



**Bank : botw BANK OF THE WEST**

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 115170 | 7/15/2026 | 00002588 | DELL MARKETING LP | 10872885985 | 4/29/2026 | NEW DELL PRO MAX 16 LAPTOP | 1,614.10 | 1,614.10 |
| | Voucher: | | | | | | | |
| 115171 | 7/15/2026 | 0010237 | FRONTIER COMMUNICATIOI | 209-057-1084-061 | 7/1/2026 | JUNE 2026 ACCT# 209-057-1084- | 85.62 | 85.62 |
| | Voucher: | | | | | | | |
| 115172 | 7/15/2026 | 00004869 | GOLDEN STATE WATER COI | 73744100006 - 07/ | 6/6/2026 | BILLING PRD-06/02/26-07/02/26 | 845.15 | |
| | Voucher: | | | 33744100000 - 07/ | 7/6/2026 | BILLING PRD-06/03/26-07/06/26 | 642.25 | |
| | | | | 53744100008 - 07/ | 7/6/2026 | BILLING PRD-06/02/26-07/02/26 | 505.07 | |
| | | | | 63744100007 - 07/ | 7/6/2026 | BILLING PRD-06/02/26-07/02/26 | 307.66 | |
| | | | | 29007443710-07/2 | 7/7/2026 | BILLING PRD-06/03/26-07/06/26 | 136.69 | |
| | | | | 32809400008 - 07/ | 7/6/2026 | BILLING PRD-06/03/26-07/02/26 | 70.77 | 2,507.59 |
| 115173 | 7/15/2026 | 00000028 | WATER REPLENISHMENT DI | CBWM26-099 | 6/3/2026 | 2026-27 CENTRAL BASIN WATER | 17,645.06 | 17,645.06 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 21,852.37

**4 checks in this report.**

**Grand Total All Checks:** 21,852.37

# WARRANT REGISTER FOR COUNCIL MEETING 07/28/2026

PART IV

Final Check List
CITY OF SOUTH GATE



| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 41773 | 6/29/2026 | 00004266 | U.S. BANK CORPORATE PAYMENT SY | | | | | |
| | | 0005481 | HILTON HOTELS | 3458814329 | 5/4/2026 | JEM-05/04/26-5/7/26 POST MANAGEMENT COUR | 597.87 | |
| | | 00001398 | PD: ORANGE COUNTY SHERIFF'S DE | DH4AAZPSA3F | 5/11/2026 | JEM-05/04/26-05/08/26 TRAFFIC COLLISION | 135.00 | |
| | | 0010827 | CARD INTEGRATORS CORPORATION | Q-23440-1 | 5/14/2026 | JEM-SUPPLIES FOR PD ID PRINTER | 506.22 | |
| | | 0005293 | MICHAELS | 039453 | 5/1/2026 | JE-YOUTH SPORTS SUPPLIES | 33.19 | |
| | | 0006932 | HARBOR FREIGHT TOOLS | 011658 | 5/4/2026 | JM-ADULT SPORTS EQUIPMENT | 22.13 | |
| | | 0008906 | DOLLAR TREE | 071593/039325 | 5/4/2026 | JM-YOUTH SPORTS SUPPLIES | 6.92 | |
| | | 0005486 | STAPLES BUSINESS ADVANTAGE | 6953063913 | 5/5/2026 | JM-AQUATIC PROGRAM MARKETING | 209.32 | |
| | | 0012474 | THE HOME DEPOT DEPOT PRO | WN58129618 | 5/14/2026 | DR-BATTERY POWER LANDSCAPE TOOL-URBAN | 506.10 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 740834261-ICC | 4/24/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 50.00 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 246921661 | 4/24/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 255.00 | |
| | | 0014757 | OPENAI, L.L.C. | RNUVYKRD-00 | 5/18/2026 | AC-MD BULIDING PRO | 50.00 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 1000176 | 4/28/2026 | WC- CA BULD OFFICIALS W CAMPANA WEBINAR | 95.00 | |
| | | 00001917 | ENTENMANN - ROVIN CO. | 0208265 | 4/29/2026 | WC-CODE ENFORCEMENT BADGES | 429.30 | |
| | | 00004515 | ICC L.A. BASIN CHAPTER | BLDNGSFTYMI | 4/30/2026 | WC- INTERNATIONAL CODE COUNCIL LOS ANGEL | 60.00 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 102226549 | 5/7/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 255.00 | |
| | | 0015429 | TRUCODE ACADEMY | 1655-2478 | 5/11/2026 | WC-ACADEMY BY CIVICA LAW CEO JOHN CATALD | 65.00 | |
| | | 0015429 | TRUCODE ACADEMY | 1399-3410 | 5/11/2026 | WC-ACADEMY BY CIVICA LAW CEO JOHN CATALD | 65.00 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 0001188220 | 5/12/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 50.00 | |
| | | 00004515 | ICC L.A. BASIN CHAPTER | CCLSNGLSBSI | 5/18/2026 | WC-INTERNATIONAL CODE COUNCIL LOS ANGELE | 175.00 | |
| | | 00000268 | HOME DEPOT CREDIT SERVICES | 054457/754220 | 5/19/2026 | WC-INSPECTOR FIELD SUPPLIES , JESUS MURI | 101.47 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 0001195067 | 5/21/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 50.00 | |
| | | 0015510 | M-D BUILDING PRODUCTS | lgxuiyugn | 5/18/2026 | LEVELERS | 385.42 | |
| | | 0008452 | CXTEC | 7305681 | 5/1/2026 | JPL-SINGLE MODE FIBER TRANSCEIVER 10G | 388.01 | |
| | | 0015212 | AUTODESK, INC | 6280 | 6/7/2026 | JPL-AUTOCAD LT FOR PW ENGINEERS QTY 9 | 239.98 | |
| | | 0008304 | GODADDY.COM | 3599 | 6/7/2026 | JPL-SSL CERTIFICATE FOR TWO YEARS QTY 1 | 630.00 | |
| | | 0008304 | GODADDY.COM | 4082776140 | 5/7/2026 | JPL-SSL CERTIFICATES FOR TWO YRS QTY 4 | 959.92 | |
| | | 0009420 | SPARKLETTS | 06D871005915 | 4/28/2026 | NC WATER SERVICE | 96.93 | |
| | | 0014722 | CALPERLA | 7660 | 4/30/2026 | NC-MARA L TRAINING INTERACICE PROCESS | 495.00 | |
| | | 0014722 | CALPERLA | 7659 | 4/30/2026 | NC TRAINING ROSE B MANAGING LEAVES | 495.00 | |
| | | 0009196 | ATKINSON, ANDELSON, LOYA, RUUD | 1620V | 5/6/2026 | NC- TRAINING ROSE B MANAGING LEAVES | 239.00 | |
| | | 0012508 | CALIFORNIA FISH GRILL | 5-26-26 | 5/26/2026 | NC-REIMBURSED CITY ACCIDENTAL PURCHASE | 28.51 | |
| | | 0013622 | YOURMEMBERSHIP | R77952168 | 5/11/2026 | NC-JOB POSTING WATER DISTRIBUTION | 299.00 | |
| | | 0013958 | WATERWISEPRO TRAINING LLC | 000161 | 5/12/2026 | NC JOB POSTING WATER DISTRIBUTION OPERAT | 300.00 | |
| | | 00000062 | ZIEGLER'S HARDWARE& SUPPLY,INC | 070196 | 5/19/2026 | JC-AUDIO REPAIR PARTS | 13.16 | |
| | | 0009253 | SITEONE LANDSCAPE SUPPLY, LLC | M165861897 | 5/7/2026 | JC-AUDIO REPAIR PARTS | 558.87 | |
| | | 0007415 | YUM YUM DONUTS | 57 | 5/14/2026 | MA-REFRESHMENTS FOR BLOCK WATCH CAPTIAN | 100.00 | |
| | | 00002337 | ALBERTSONS | 00090478 | 5/6/2026 | JRC-DOMESTIC VIOLENCE SUPPORT GROUP | 69.93 | |
| | | 0010893 | 4 ALL PROMOS | 1995908 | 5/5/2026 | JRC-DOMESTIC VIOLENCE SUPPORT GROUP | 982.57 | |
| | | 0010893 | 4 ALL PROMOS | 2001993 | 5/13/2026 | JRC-DOMESTIC VIOLENCE SUPPORT GROUP | 404.24 | |
| | | 00003955 | GALLS, LLC, (FEIN 20-3545989) | 32264307 | 4/21/2026 | JEM-UNIFORM ALLOWANCE POLICE DISPATCHER | 120.74 | |
| | | 0014727 | FEDEX | 5397 | 6/16/2026 | JEM-SHIPMENT CHARGES | 133.44 | |
| | | 0014727 | FEDEX | 5397-B | 6/16/2026 | JEM-SHIPMENT CHARGES | 179.75 | |
| | | 0009995 | HAMPTON INN & SUITES | 88364079 | 4/22/2026 | JEM-4/23/26-4/24/26 POST CANINE MANAGEME | 360.42 | |
| | | 0006537 | EXPEDIA | 7344390532162 | 5/7/2026 | JEM-EMERGENCY VEHICLE OPERATIONS | 293.73 | |
| | | 0010878 | EWING IRRIGATION PRODUCTS INC. | 30371041 | 5/20/2026 | DR-PRESSURE WASHER HOSES | 304.81 | |

| | | | | | |
|---|---|---|---|---|---|
| 0014757 | OPENAI, L.L.C. | 9UN49OQUQ-0 | 5/21/2026 | AC-CHATGPT SUBSCRIPTION | 20.00 |
| 0014589 | MONDAY.COM | CS0126053477 | 5/6/2026 | GM-PROJECT MANAGMENT SOFTWARE ANNUAL SUI | 432.00 |
| 0005603 | TOWN AND COUNTRY RESORT | 3120 | 5/11/2026 | GM-L.CUETO CAPIO CONFERENCE LODGING | 859.44 |
| 0014278 | MAKEITPOP_PARTYDECOR | 062012 | 2/10/2026 | TD- DECO FOR ANNUAL 5K RUN PO#0009940 | 2,600.00 |
| 0015447 | BAGMASTERS.COM | 65243 | 5/7/2026 | TD-SAC PACS FOR 5K PO# 0009947 | 5,000.00 |
| 0015447 | BAGMASTERS.COM | 65243-2 | 4/30/2026 | TD-SAC PACS FOR 5K PO 000947 | 2,621.34 |
| 0012980 | CHARTER COMMUNICATIONS | 1884300010421 | 4/21/2026 | TD-INTERNET AT AUDITORIUM APRIL 2026 | 119.98 |
| 00003963 | RESOURCE BUILDING MATERIALS | 20971625 | 5/19/2026 | SAND FOR GOLF COURSE | 2,762.50 |
| 0014461 | CANVA | 04881-5232712 | 5/14/2026 | CC-MONTHLY SUBSCRIPTION | 40.00 |
| 00004889 | SOUTHERN CALIFORNIA GAS CO | 018903 | 5/19/2026 | CC-CNG | 40.14 |
| 0013958 | WATERWISEPRO TRAINING LLC | 3618746E | 4/30/2026 | CC-REGISTER R MONTANEZ WTR TREATMENT COU | 375.00 |
| 00001035 | DEPT OF TOXIC SUBSTANCES CONTR | 202615697 | 4/21/2026 | AM-DELINQUENCY IN REPORTING ANNUAL VERIF | 200.00 |
| 0005295 | WALMART | 059836 | 5/13/2026 | AE-05/13/26 REPLENISH COFFEE CREAMER | 4.75 |
| 0011438 | IN TOUCH A.V. | G03262 | 4/14/2026 | JC-AUDITORIUM AUDIO REPAIR | 892.87 |
| 0008684 | CAPIO | 27383 | 3/15/2026 | GM-CAPIO MEMEBERSHIP L.CUETO | 425.00 |
| 0013953 | HOUSE OF WINNERS, INC | 042226-2 | 4/22/2026 | GM-NAME PLATES FOR 2025 EMPLOYEE OF THE | 121.55 |
| 0013705 | ALFREDO TALAVERA | 061693 | 5/4/2026 | GM-SCHOOL SAFETY COLLABORATIVE MEETING L | 590.00 |
| 0005603 | TOWN AND COUNTRY RESORT | 73745820 | 5/11/2026 | GM-G.HERNANDEZ CAPIO CONFERENCE LOADGING | 919.44 |
| 0005603 | TOWN AND COUNTRY RESORT | FFCRUM6W | 5/11/2026 | GM-L CUETO PARKING FOR CAPIO CONFERENCE | 60.00 |
| 0012980 | CHARTER COMMUNICATIONS | 1205089010507 | 5/7/2026 | LF- SPECTRUM SUBSCR FROM 5/7/26-6/6/26 F | 2,167.27 |
| 0014052 | READYREFRESH, PRIMO BRANDS | 06E670690036: | 5/14/2026 | LF-4/13/26-5/12/26 CITYWIDE WATER DISPEN | 1,540.87 |
| 00005270 | CITY OF WHITTIER | 104479557 | 4/30/2026 | DS-SENIOR PROM (25/26 UWS FUNDING) | 26.00 |
| 0011099 | FIVE BELOW SOUTH GATE | 053909 | 4/30/2026 | DS-TEEN PROGRAM | 59.92 |
| 0008906 | DOLLAR TREE | 077362 | 5/4/2026 | DS-SPECIAL EVENTS | 36.92 |
| 0005482 | GOOGLE | SOP.3386-8784 | 5/11/2026 | GM- G HERNANDEZ CAPIO CONFERENCE LODGING | 29.99 |
| 00004889 | SOUTHERN CALIFORNIA GAS CO | 7939 | 6/2/2026 | CC-CNG | 90.08 |
| 0013958 | WATERWISEPRO TRAINING LLC | 36187464E | 4/30/2026 | CC-B. WILLIAMS G. VASQUEZ WTR TREATMENT | 250.00 |
| 00000862 | CA-NV SECTION AWWA | 166814 | 5/5/2026 | CC-REGISTER J TROXCIL BACKFLOW COURSES | 550.00 |
| 0015392 | POWERTHERM CO, INC | 214570 | 5/12/2026 | CC-MONTHLY SUBSCRIPTION | 3,001.00 |
| 0015227 | NAYS YOUTH SPORTS | 0421202616494 | 4/21/2026 | DS-TRAINING | 100.00 |
| 0005295 | WALMART | 3461138152036 | 7/14/2026 | DS- TEEN PROGRAM | 16.30 |
| 0008227 | LITTLE CAESARS | 997 | 4/24/2026 | DS-TEEN PROGRAMMING | 39.80 |
| 0010682 | VISTAPRINT | VP_DNQC51HL | 7/14/2026 | DS-TEEN PROGRAMMING | 143.96 |
| 00004854 | SMART & FINAL | 043033 | 4/28/2026 | DS-YOUTH PROGRAMS | 138.27 |
| 0005295 | WALMART | 038777 | 4/28/2026 | DS-YOUTH PROGRAM | 8.24 |
| 0007003 | CATALINA CHANNEL EXPRESS | CATALINA 26 | 4/29/2026 | ADMISSIONS TICKETS FOR A COMMUNITY TRIP | 4,999.00 |
| 0009649 | AT&T | 287359605834) | 4/27/2026 | TD - INTERNET AT AZALEA CONFERENCE RM | 54.25 |
| 00002988 | SUSY'S FLOWERS | 089972 | 5/19/2026 | TD-WREATH FOR MEMORIAL DAY EVENT | 204.89 |
| 0012665 | RS SCREEN PRINTING &EMBROIDERY, REV | SGSOFTBAL | 4/15/2026 | TD-ADULT SPORTS TEE SHIRTS PO#0010007 | 3,067.55 |
| 0008906 | DOLLAR TREE | 047359/019274 | 5/4/2026 | DS-SPECIAL EVENTS | 34.36 |
| 0010634 | PANTAGES THEATRE | 841183 | 5/30/2026 | DS-COMMUNITY EXCURSIONS PO#0009955 | 4,460.00 |
| 0009213 | PK: MARTINEZ, GILBERT | 000013 | 4/29/2026 | DS-SPECIAL EVENTS PO#0009956 | 1,250.00 |
| 0010682 | VISTAPRINT | VP_R5KH4ND1 | 5/6/2026 | DS-SPECIAL EVENTS | 69.52 |
| 0009134 | NORTHGATE MARKET | 076786 | 5/5/2026 | DS-YOUTH PROGRAM | 119.11 |
| 0011988 | CINDY'S JUMPERS, LLC | 105338 | 6/3/2026 | DS-SPECIAL EVENTS | 975.00 |
| 0005295 | WALMART | 57564293 | 5/12/2026 | DS-TEEN PROGRAMING | 95.30 |
| 0013210 | STICKER MULE IN., | R731036585 | 5/12/2026 | DS-CULTURAL ARTS | 103.00 |
| 0008451 | COSTCO.COM | 056283 | 5/14/2026 | DS-TEEN SUPPLIES | 193.24 |
| 0007003 | CATALINA CHANNEL EXPRESS | FPUUDM | 4/30/2026 | ADMISSIONS TICKETS FOR A COMMUNITY TRIP | 3,891.50 |
| 0005295 | WALMART | 017847 | 4/30/2026 | DS- TEEN PROGRAMMING | 44.64 |
| 0012659 | SHEEPDOG GUARDIAN CONSULTING | 5AB95A1D-000 | 4/27/2026 | JEM-CANINE AND LEGAL UPDATE | 45.00 |
| 0015519 | 5.11, INC | 20103550966 | 4/29/2026 | JEM-UNIFORM ALLOWANCE POLICE DISPATCHER | 149.51 |
| 0015520 | THE PERMIT STORE | 8481612 | 4/30/2026 | JEM-05/04/26-05/30/26 PUBLIC SAFETY | 41.00 |
| 0015520 | THE PERMIT STORE | 8481623 | 4/30/2026 | JEM-05/04/26-5/30/26 PUBLIC SAFETY DISPA | 15.00 |
| 0015520 | THE PERMIT STORE | 8482243 | 5/4/2026 | JEM-05/04/26-05/30/26 PUBLIC SAFETY DIS | 56.00 |
| 0015487 | UNDER ARMOUR INC | 1511-7651 | 5/5/2026 | JEM-04/23/26-04/24/26 POST CANINE PROGRA | 621.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | 00003955 | GALLS, LLC, (FEIN 20-3545989) | 32372708 | 5/4/2026 | JEM-UNIFORM ALLOWANCE POLICE DISPATCHER | 129.60 | |
| | | 0006537 | EXPEDIA | 7344390632985 | 5/7/2026 | JEM-EMERGENCY VEHICLE OPERATIONS | 85.83 | |
| | | 0010682 | VISTAPRINT | VIP_VD49RQG | 4/30/2026 | JM-YOUTH SPORTS MARKETING | 81.93 | |
| | | 0014467 | FITNESS ON DEMAND | 74683 | 5/1/2026 | JM-FOD MONTHLY SUBSCRIPTION | 229.00 | |
| | | 0005293 | MICHAELS | 022516 | 5/12/2026 | DS-TEEN PROGRAMMING | 36.69 | |
| | | 0011439 | SIX FLAGS MAGIC MOUNTAIN | 286645060 | 5/13/2026 | TEEN TRIP / TEEN PROGRAMS | 1,086.00 | |
| | | 0005372 | SUBWAY | XUV-M6H | 5/17/2026 | DS-GOLF TOURNAMENT SUPPLIES | 90.81 | |
| | | 0010530 | DICK'S SPORTING GOODS | 8955 | 5/16/2026 | DS-GOLF TOURNAMENT | 16.46 | |
| | | 0012474 | THE HOME DEPOT DEPOT PRO | 098910/161422 | 5/15/2026 | DS-GOLF TOURNAMENTS SUPPLIES | 100.00 | |
| | | 00004854 | SMART & FINAL | 080893 | 5/21/2026 | DS- SPECIAL EVENTS | 107.27 | |
| | | 0015323 | PROMOTE & GROW SHOP | P&G881057 | 4/28/2026 | GP-PRESENTATION BOARDS FOR COMMUNITY OUT | 562.30 | |
| | | 0009134 | NORTHGATE MARKET | 059073 | 4/30/2026 | GP-SANCKS FOR COMMUNITY MEETING | 50.96 | |
| | | 0010690 | CANVA FOR WORK | 04881-4292917 | 5/14/2026 | GP-1 YR SUBCRIPTION (05/14/26-05/13/27) | 144.00 | |
| | | 00004634 | CALED | 300006943 | 3/3/2026 | GP-CALED MEMBERSHIP 26/27 FOR JB | 120.00 | |
| | | 0005292 | TARGET | 098359 | 5/6/2026 | JRC-DOMESTIC VIOLENCE SUPPORT GROUP | 93.12 | |
| | | 0009134 | NORTHGATE MARKET | 194742 | 5/7/2026 | JRC-DOMESTIC VIOLENCE SUPPORT GROUP EVEN | 192.78 | |
| | | 0008906 | DOLLAR TREE | 031496/035309 | 5/6/2026 | JRC-DOMESTIC VIOLENCE SUPPORT GROUP | 35.99 | |
| | | 0012474 | THE HOME DEPOT DEPOT PRO | 059360/961389 | 5/7/2026 | JM-ADULT SPORTS EQUIPMENT | 149.03 | |
| | | 0010682 | VISTAPRINT | YTR.MDP3-WM | 5/19/2026 | JM-TRANSIT PROGRAM SUPPLIES | 26.99 | |
| | | 0010682 | VISTAPRINT | VP-7V58H9SG | 5/21/2026 | JM-TRANSIT PROGRAM SUPPLIES | 809.32 | |
| | | 00003843 | NORTH STAR ELECTRONICS, LLC | 3498 | 4/22/2026 | DR-REPAIR SAFETY LIGHT BAR CONTROLER-UNI | 402.69 | |
| | | 0010878 | EWING IRRIGATION PRODUCTS INC. | 29983249 | 4/23/2026 | DR-IRRIGATION SUPPLIES/FERTILIZER | 101.59 | |
| | | 0012205 | SOUTH COAST SHINGLE CO., INC. | 1327820 | 4/28/2026 | DR-LANDSCAPE BOULDERS-CIRCLE PARK PO# | 1,186.18 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 0001179414 | 4/27/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 50.00 | |
| | | 00000634 | CALBO | 1000464 | 4/28/2026 | WC-CA BULIDING OFFICIALS MEMBERSHIP RENE | 355.00 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 1000184 | 4/29/2026 | WC-CALIFORNIA BUILDING OFFICIALS DAVID B | 95.00 | |
| | | 00002871 | ICC-INTERNATIONAL CODE COUNCIL | 102219426 | 4/27/2026 | WC-INTERNATIONAL CODE COUNCIL PERMIT TEC | 320.00 | |
| | | 00004515 | ICC L.A. BASIN CHAPTER | BLDNGSFTMN | 4/28/2026 | WC-INTERNATIONAL CODE COUNCIL LOS ANGELE | 120.00 | |
| | | 0015521 | BARCODES GROUP, INC | 431674386/SO2 | 5/21/2026 | JEM-INK RIBBON FOR ID PRINTER | 215.02 | |
| | | 0005295 | WALMART | 611308770896 | 4/22/2026 | JM-BIGGEST LOSER CULMINATION | 151.37 | |
| | | 0012615 | COSTCO | 040793 | 4/22/2026 | JM-BIGGEST LOSER CULMINATION PRIZES | 304.95 | |
| | | 0005803 | PANDA EXPRESS | 4/23/26 | 4/23/2026 | JM-BIGGEST LOSER CULMINATION | 308.99 | |
| | | 00003963 | RESOURCE BUILDING MATERIALS | 4201606 | 5/5/2026 | JM-YOUTH SPORTS EQUIPMENT | 801.27 | |
| | | 0009253 | SITEONE LANDSCAPE SUPPLY, LLC | 165861009-001 | 5/7/2026 | DR-LANDSCAPE BOULDERS -CIRCLE PARK | 674.74 | |
| | | 0011323 | PRO GROWERS, INC. | 23730-1 | 5/13/2026 | REPLACEMENT PLANTS AUDITORIUM | 90.43 | |
| | | 0015497 | ZANKOU CHICKEN | KG4-XJR | 5/21/2026 | AC-NPWW EVENT 05/21/26 | 2,182.97 | |
| | | 0005347 | AMAZON.COM | amazon-credit | 4/28/2026 | RA-CREDIT | -153.94 | |
| | | 0005481 | HILTON HOTELS | 3468796591 | 5/10/2026 | JEM-05/11/26-05/15/26 CELL PHONE FORENSI | 1,042.55 | |
| | | 0005481 | HILTON HOTELS | 3468796591-EF | 5/10/2026 | JEM-05/11/26-05/15/26 CELL PHONE FORENSI | 13.70 | |
| | | 00004804 | RIO HONDO COMMUNITY COLLEGE | S26-264-ZSGT | 5/20/2026 | JEM-04/20/26-05/1/26 POST SUPERVISORY CO | 228.00 | 71,206.04 |
| 115174 | 7/28/2026 Voucher: | 00004280 | ADAMSON POLICE PRODUCTS | SC101900 | 4/7/2026 | 40MM TACTICAL SINGLE SHOT LAUNCHER / K9 | 3,009.08 | 3,009.08 |
| 115175 | 7/28/2026 Voucher: | 00001467 | ADMINISTRATIVE SERV. CO-OP | 260524 | 5/31/2026 | MAY 2026 PHONE A RIDE SERVICES FOR SG RE | 65,316.31 | 65,316.31 |
| 115176 | 7/28/2026 Voucher: | 0011293 | AGRI-TURF DISTRIBUTING, LLC | 114664 | 5/13/2026 | PESTICIDES - FERTILIZERS & PEST CONTROL | 1,439.51 | |
| | | | | 114662 | 5/13/2026 | PESTICIDES - FERTILIZERS & PEST CONTROL | 545.33 | |
| | | | | 115896 | 6/29/2026 | PESTICIDES - FERTILIZERS & PEST CONTROL | 436.34 | |
| | | | | 114663 | 5/13/2026 | PESTICIDES - FERTILIZERS & PEST CONTROL | 213.63 | |
| | | | | 115842 | 6/26/2026 | PESTICIDES - FERTILIZERS & PEST CONTROL | 2,320.90 | 4,955.71 |
| 115177 | 7/28/2026 Voucher: | 00004372 | AIRGAS USA, LLC | 9173047522 | 6/18/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 300.03 | |
| | | | | 9170832836 | 4/3/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 865.73 | |
| | | | | 9173252710 | 6/25/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 664.77 | |
| | | | | 9172271626 | 5/22/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 532.08 | |
| | | | | 1602416120 | 5/31/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 21.35 | |
| | | | | 9172638016 | 6/4/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 983.06 | |
| | | | | 9168274360 | 1/12/2026 | DISTRIBUTATION OF SPECIALTY GASES, (CO2) | 614.90 | 3,981.92 |

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|---|---|---|---|---|---|---|---|---|
| 115178 | 7/28/2026 | 0011325 | ALAN'S LAWN & GARDEN CENTER | 138269 | 6/8/2026 | CARRY LARGE SUPPLY OF IRRIGATION PARTS & | 386.33 | 386.33 |
| | Voucher: | | | | | | | |
| 115179 | 7/28/2026 | 00000185 | ALL CITY MANAGEMENT SERVICES,, INC | PS-INV106728 | 6/12/2026 | MAY 24, 2026 -JUNE 6 2026 ALL CITY MANAG | 36,239.28 | |
| | Voucher: | | | PS-INV107016 | 6/29/2026 | JUNE 7 2026-JUNE 20 2026 ALL CITY MANAGE | 12,243.00 | 48,482.28 |
| 115180 | 7/28/2026 | 0011577 | ALL PHASE ELECTRIC SUPPLY CO. | 0946-1140969 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,201.34 | |
| | Voucher: | | | 0946-1140708 | 6/23/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,111.21 | |
| | | | | 0946-1138388 | 5/18/2026 | NEW STREET LIGHT REPLACEMENT LUMINARES | 43,651.01 | |
| | | | | 0946-1138536 | 6/16/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 2,000.00 | |
| | | | | 0946-1139823 | 6/16/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,432.53 | |
| | | | | 0946-1140968 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,201.34 | |
| | | | | 0946-1140955 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,450.76 | |
| | | | | 0946-1140965 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,201.34 | |
| | | | | 0946-1140964 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,201.34 | |
| | | | | 0946-1140967 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,201.34 | |
| | | | | 0946-1140956 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,450.76 | |
| | | | | 0946-1140966 | 6/25/2026 | ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR | 1,201.34 | 58,304.31 |
| 115181 | 7/28/2026 | 0012606 | AMAZON CAPITAL SERVICES,INC. | 14YY-LL1G-KC | 6/24/2026 | PARKS SUPPLIES | 794.07 | |
| | Voucher: | | | 1M9N-QK1W-Y | 6/25/2026 | PARKS SUPPLIES | 272.11 | |
| | | | | 1HWR-6YDC-J( | 6/4/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 8.56 | |
| | | | | 1KQ9-N9VM-LC | 6/8/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 250.16 | |
| | | | | 1G6T-Q9WY-RI | 6/10/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 444.04 | |
| | | | | 17FJ-QNG6-4X | 6/24/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 69.19 | |
| | | | | 1DCY-HW3Q-M | 6/24/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 1,073.21 | |
| | | | | 1TXM-KKX4-R3 | 6/29/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 1,076.04 | |
| | | | | 1FNJ-YGRL-7F | 6/23/2026 | PARKS SUPPLIES | 514.99 | |
| | | | | 1W9Q-CQ4C-P | 6/23/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 243.87 | |
| | | | | 1NVL-FFRL-KD | 6/29/2026 | PUBLIC WORKS-SUPPLIES | 115.18 | |
| | | | | 16QC-HKT6-Y9 | 7/1/2026 | CITY CLERK SUPPLIES | 66.41 | |
| | | | | 1C3F-3VM6-ML | 7/5/2026 | CITY CLERK SUPPLIES | 333.36 | |
| | | | | 1RWY-XYCN-F | 6/30/2026 | PUBLIC WORKS SUPPLIES | 29.69 | |
| | | | | 16Y7-RQ6H-QX | 6/24/2026 | PARKS SUPPLIES | 238.78 | |
| | | | | 1JL-CVGN-JYP | 6/18/2026 | POLICE DEPARTMENT SUPPLIES | 31.69 | |
| | | | | 1FT9-GWKC-X. | 6/21/2026 | COMMUNITY DEVELOPMENT SUPPLIES | 317.34 | |
| | | | | 14MH-KLXQ-JC | 6/18/2026 | PARKS SUPPLIES | 1,365.56 | |
| | | | | 1YWG-C6RN-D | 6/19/2026 | PARKS SUPPLIES | 195.68 | |
| | | | | 1VLT-G94J-MD | 6/24/2026 | PARKS SUPPLIES | 817.51 | |
| | | | | 1CHM-1GXM-P | 6/27/2026 | PARKS SUPPLIES | 338.29 | |
| | | | | 1X13-M6RF-3LI | 6/13/2026 | PARKS SUPPLIES | 628.68 | |
| | | | | 1CYL-LCGP-CJ | 6/13/2026 | PARKS SUPPLIES | 1,784.65 | |
| | | | | 1NW9-JVMX-V | 6/29/2026 | PARKS SUPPLIES | 91.91 | |
| | | | | 196F-NFDT-974 | 6/25/2026 | PARKS SUPPLIES | 528.79 | |
| | | | | 1GH6-PLVD-XX | 6/26/2026 | PARKS SUPPLIES | 70.84 | |
| | | | | 1K64-YHRQ-G9 | 6/18/2026 | PARKS SUPPLIES | 221.00 | |
| | | | | 19CJ-V9LG-L94 | 6/22/2026 | PARKS SUPPLIES | 301.11 | |
| | | | | 1VJW-CQ7T-J4 | 6/22/2026 | PARKS SUPPLIES | 160.37 | |
| | | | | 1M6T-QL73-YN | 6/23/2026 | PARK SUPPLIES | 1,283.77 | |
| | | | | 1HVR-N4RC-R' | 6/22/2026 | PARKS SUPPLIES | 414.32 | 14,081.17 |
| 115182 | 7/28/2026 | 00001727 | AMERICAN RED CROSS | 23343260 | 6/24/2026 | STAFF CERTIFICATION RECORDS MAINTENANCE | 168.00 | 168.00 |
| | Voucher: | | | | | | | |
| 115183 | 7/28/2026 | 00005075 | AT&T | 25470503 | 7/1/2026 | 06/01/26 - 06/30/26 - BAN 9391034759 | 61.15 | |
| | Voucher: | | | 25474280 | 7/1/2026 | 06/01/26 - 06/30/26 - BAN 9391068970 | 1,773.06 | |
| | | | | 25475615 | 7/1/2026 | 06/01/26 - 06/30/26 - BAN 9391081298 | 1,616.66 | 3,450.87 |
| 115184 | 7/28/2026 | 00003692 | AT&T MOBILITY II, LC | 287288333867) | 6/2/2026 | 05/03/26-06/2/26 MDCS DATA CARDS | 4,771.03 | 4,771.03 |
| | Voucher: | | | | | | | |
| 115185 | 7/28/2026 | 00000201 | ATLANTIC LOCK & KEY | 001010 | 6/30/2026 | LOCKSMITH SERVICES | 697.00 | |

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|---|---|---|---|---|---|---|---|---|---|
| | Voucher: | | | 001008 | 6/26/2026 | LOCKSMITH SERVICES | 322.64 | 1,019.64 |
| 115186 | 7/28/2026 | 0015307 | ATLANTIC LOCK AND KEY LLC | 001004 | 6/23/2026 | SPECIALIZED KEYS FOR THE DEPARTMENT | 546.06 | 546.06 |
| | Voucher: | | | | | | | |
| 115187 | 7/28/2026 | 0011669 | BDO USA LLP | 500282961 | 6/15/2026 | MAY 2026 BDO USA, LLP ACCOUNTING SERVICE | 1,738.75 | |
| | Voucher: | | | 500262695 | 5/15/2026 | APR 2026 BDO USA, LLP ACCOUNTING SERVICE | 1,405.00 | 3,143.75 |
| 115188 | 7/28/2026 | 0013237 | BLUE VIOLET NETWORKS, LLC | 0010060 | 6/17/2026 | BLUE VIOLET MANAGED SERVICES SUPPORT PLA | 14,760.00 | 14,760.00 |
| | Voucher: | | | | | | | |
| 115189 | 7/28/2026 | 0010998 | CALIFORNIA LATINO LEADERSHIP | Q2-DEC-2025C | 6/15/2026 | DEC 2025 CDBG-CV -CA LATINO LEADERSHIP | 1,000.00 | |
| | Voucher: | | | Q2-DEC-2025 | 6/15/2026 | DEC 2025 - CDBG-CV -CA LATINO LEADERSHIP | 3,500.00 | 4,500.00 |
| 115190 | 7/28/2026 | 0015400 | CALIFORNIA STREET LIGHTING | 1627 | 6/26/2026 | RESTORE HIGH VOLTAGE SERIES STREETLIGHT | 75,000.00 | |
| | Voucher: | | | 1606 | 6/11/2026 | RESTORE SERIES HIGH VOLTAGE STREET LIGHT | 33,600.00 | |
| | | | | 1607 | 6/11/2026 | RESTORE ROADWAY LIGHTING ON GARFIELD AVE | 4,930.00 | 113,530.00 |
| 115191 | 7/28/2026 | 00000839 | CAPPO | 26/27CAPPO | 7/7/2026 | JULY 1 2026-JUNE 30 2027 MEMBERSHIP FOR | 435.00 | 435.00 |
| | Voucher: | | | | | | | |
| 115192 | 7/28/2026 | 0012980 | CHARTER COMMUNICATIONS | 1875886010621 | 6/21/2026 | 6/27/26-7/26/26 CABLE SERVICE FOR PD (AC | 466.43 | |
| | Voucher: | | | 1169967010621 | 6/21/2026 | 06/21/2026 - 7/20/26 CITY FIBER CIRCUIT | 2,278.28 | |
| | | | | 1083084010601 | 6/1/2026 | 06/01/26 - 06/30/26 - NETWORK SERVICES | 1,729.89 | |
| | | | | 1884287010621 | 6/21/2026 | 6/27/26-7/26/26 PD INTERNET SERVICE | 129.99 | 4,604.59 |
| 115193 | 7/28/2026 | 0014162 | COMMLINE, INC. | 0542541-IN | 6/15/2026 | UNIT EQUIPMENT - DETECTIVE BUREAU | 10,765.96 | 10,765.96 |
| | Voucher: | | | | | | | |
| 115194 | 7/28/2026 | 0015156 | COOLEY ENVIRONMENTAL, CONSULTING | 5 | 6/25/2026 | UPDATE RRA AND ERP PLANS FOR WATER | 2,210.00 | |
| | Voucher: | | | 4 | 6/9/2026 | UPDATE RRA AND ERP PLANS FOR WATER | 1,360.00 | 3,570.00 |
| 115195 | 7/28/2026 | 0015342 | CORODATA SHREDDING INC. | DN 1580725 | 5/31/2026 | ON-SITE SHREDDING SERVICES FOR PD AND A. | 55.00 | 55.00 |
| | Voucher: | | | | | | | |
| 115196 | 7/28/2026 | 0009390 | D.C. DRILLING, INC | 8854 | 6/15/2026 | HORIZONTAL DRILLING TO REPAIR HIGH VOLTA | 4,200.00 | 4,200.00 |
| | Voucher: | | | | | | | |
| 115197 | 7/28/2026 | 00001423 | DAILY JOURNAL CORPORATION | B4054314 | 6/25/2026 | PROOF OF PUBLICATION CONDITIONAL USE PER | 2,120.00 | |
| | Voucher: | | | B4054184 | 6/25/2026 | PROOF OF PUBLICATION ORDINANCE WATER MAI | 990.00 | |
| | | | | B4054312 | 6/25/2026 | PROOF OF PUBLICATION CONDITIONAL USE PER | 2,120.00 | 5,230.00 |
| 115198 | 7/28/2026 | 00000178 | DAVE BANG ASSOCIATES INC | CA60951 | 6/11/2026 | CESAR CHAVEZ PARK- REPLACEMENT EQUIPMENT | 5,573.15 | 5,573.15 |
| | Voucher: | | | | | | | |
| 115199 | 7/28/2026 | 0009748 | DEPARTMENT OF WATER & POWER | IC # 443493 | 6/4/2026 | JULY 1, 2026 - JUNE 30, 2027 - LEASE PAY | 9,083.00 | 9,083.00 |
| | Voucher: | | | | | | | |
| 115200 | 7/28/2026 | 00001565 | DEPT OF JUSTICE-(DOJ) CENTRAL | 051466 | 6/3/2026 | MAY 2026 FINGERPRINT APPS VOLUNTEER/CITY | 260.00 | 260.00 |
| | Voucher: | | | | | | | |
| 115201 | 7/28/2026 | 0015147 | DOUGLAS ENVIRONMENTAL GROUP,, INC | 24417 | 6/10/2026 | HAWKINS SENSOR CALIBRATION | 875.00 | 875.00 |
| | Voucher: | | | | | | | |
| 115202 | 7/28/2026 | 00001788 | ECONOLITE SYSTEMS, INC. | INV237630 | 3/17/2026 | SIGNAL EQUIPMENT | 1,998.03 | |
| | Voucher: | | | INV238017 | 4/1/2026 | SIGNAL EQUIPMENT | 1,323.54 | 3,321.57 |
| 115203 | 7/28/2026 | 0014522 | ECOTIERRA CONSULTING, INC | 23-237 | 6/30/2026 | 6/30/25-9313 RAYO PLANNING SERVICES - ON | 6,740.00 | 6,740.00 |
| | Voucher: | | | | | | | |
| 115204 | 7/28/2026 | 00004129 | EMERGENCY RESPONSE CRIME | T2026-398 | 6/23/2026 | CRIME AND TRAFFIC BIO HAZARD CLEANUP | 850.00 | |
| | Voucher: | | | T2026-409 | 6/27/2026 | CRIME AND TRAFFIC BIO HAZARD CLEANUP | 850.00 | 1,700.00 |
| 115205 | 7/28/2026 | 0012358 | EO: GLAZE, YODIT | 200006504 | 6/29/2026 | REIMBURSEMENT CMCA 2027 CONFERENCE REGIS | 675.00 | 675.00 |
| | Voucher: | | | | | | | |
| 115206 | 7/28/2026 | 0015374 | ESCARPE INVESTIGATIONS, LLC | 1019 | 6/29/2026 | BACKGROUND INVESTIGATIONS | 1,200.00 | |
| | Voucher: | | | 1017 | 6/15/2026 | BACKGROUND INVESTIGATIONS | 1,735.00 | |
| | | | | 1018 | 6/16/2026 | BACKGROUND INVESTIGATIONS | 1,700.00 | 4,635.00 |
| 115207 | 7/28/2026 | 00002026 | FEDERAL EXPRESS CORPORATION | 9-327-67037 | 6/5/2026 | FEDEX 06/05/2026 - PRIORITY OVERNIGHT | 10.34 | 10.34 |
| | Voucher: | | | | | | | |
| 115208 | 7/28/2026 | 0009042 | FORTEL TRAFFIC, INC. | 15285-2 | 6/22/2026 | ANNUAL MAINTENANCE SERVICE AGREEMENT | 7,975.00 | 7,975.00 |
| | Voucher: | | | | | | | |
| 115209 | 7/28/2026 | 0008789 | GONZALEZ, VIOLETA ORQUIDIA | MAY-2026 | 6/19/2026 | 7/1/2025-6/30/2026 - FAMILY VIOLENCE PRE | 2,200.00 | 2,200.00 |
| | Voucher: | | | | | | | |
| 115210 | 7/28/2026 | 00002890 | GRAINGER | 9969137109 | 6/29/2026 | SPECIALTY HARDWARE | 823.68 | 823.68 |
| | Voucher: | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| 115211 | 7/28/2026 | 0011526 | HASA, INC. | 1136365 | 6/25/2026 | WATER TREATMENT CHEMICALS | 926.78 | |
| | Voucher: | | | 1136363 | 6/25/2026 | WATER TREATMENT CHEMICALS | 1,380.32 | |
| | | | | 1136361 | 6/25/2026 | WATER TREATMENT CHEMICALS | 1,028.34 | |
| | | | | 1136359 | 6/25/2026 | WATER TREATMENT CHEMICALS | 196.78 | |
| | | | | 1136355 | 6/25/2026 | WATER TREATMENT CHEMICALS | 1,148.95 | |
| | | | | 1136369 | 6/25/2026 | WATER TREATMENT CHEMICALS | 955.34 | 5,636.51 |
| 115212 | 7/28/2026 | 0005767 | HERC RENTALS, INC. | 36670809-002 | 6/26/2026 | EQUIPMENT RENTAL TO OPERATE THE HVAC SYS | 3,835.63 | |
| | Voucher: | | | 36666053-002 | 6/26/2026 | EQUIPMENT RENTAL TO OPERATE THE HVAC SYS | 2,913.04 | 6,748.67 |
| 115213 | 7/28/2026 | 00002529 | HINDERLITER DE LLAMAS & ASSOCI | SIN064416 | 6/22/2026 | SALES TAX CONTRACT & AUDIT SERVICES | 104.31 | |
| | Voucher: | | | SIN063489 | 6/19/2026 | QUARTER 34 2025 SALES TAX CONTRACT & AUD | 1,822.52 | 1,926.83 |
| 115214 | 7/28/2026 | 00000268 | HOME DEPOT CREDIT SERVICES | 6031390 | 6/29/2026 | MISC SUPPLIES | 119.35 | |
| | Voucher: | | | 8024339 | 6/17/2026 | ELECTRICAL SUPPLIES | 935.94 | |
| | | | | 2364331 | 6/23/2026 | ELECTRICAL SUPPLIES | 799.99 | |
| | | | | 0364304 | 6/15/2026 | GENERAL MAINTENANCE - MISC SUPPLIES | 91.56 | |
| | | | | 8352904 | 6/17/2026 | MISC SUPPLIES | 40.75 | |
| | | | | 3364253 | 6/2/2026 | GENERAL MAINTENANCE - MISC SUPPLIES | 425.59 | |
| | | | | 6364354 | 6/29/2026 | GENERAL MAINTENANCE - MISC SUPPLIES | 97.15 | |
| | | | | 0031203 | 6/25/2026 | ELECTRICAL SUPPLIES | 61.44 | |
| | | | | 8083570 | 6/27/2026 | ELECTRICAL SUPPLIES | 885.68 | |
| | | | | 5373267 | 6/30/2026 | MISC SUPPLIES | 328.57 | |
| | | | | 3373136 | 6/2/2026 | GENERAL MAINTENANCE - MISC SUPPLIES | 43.92 | |
| | | | | 5353044 | 6/30/2026 | MISC SUPPLIES | 296.70 | |
| | | | | 3373239 | 6/22/2026 | GENERAL MAINTENANCE - MISC SUPPLIES | 28.41 | |
| | | | | 3373230 | 6/22/2026 | GENERAL MAINTENANCE - MISC SUPPLIES | 208.54 | |
| | | | | 9364351 | 6/26/2026 | ELECTRICAL SUPPLIES | 54.45 | 4,418.04 |
| 115215 | 7/28/2026 | 0015406 | HORIZON MECHANICAL CONTRACTORS, OF | 10000991 | 6/22/2026 | LEVEL ONE SWIMMING POOL LEAK DETECTION M | 5,160.00 | 5,160.00 |
| | Voucher: | | | | | | | |
| 115216 | 7/28/2026 | 0006934 | INSIGHT PUBLIC SECTOR,INC | 1101329762 | 10/30/2025 | ADOBE LICENSES ENTERPRISE RENEWAL | 11,385.99 | 11,385.99 |
| | Voucher: | | | | | | | |
| 115217 | 7/28/2026 | 00004578 | INTERWEST CONSULTING GROUP INC | 3920933 | 5/4/2026 | 5/31/26 CM AND INSPECTION SERVICES FOR S | 5,600.00 | 5,600.00 |
| | Voucher: | | | | | | | |
| 115218 | 7/28/2026 | 00000209 | JHM SUPPLY , INC. | 409125/1 | 6/30/2026 | SMALL TOOLS | 1,936.89 | 1,936.89 |
| | Voucher: | | | | | | | |
| 115219 | 7/28/2026 | 0011585 | JOHNSON CONTROLS FIRE | 25472923 | 6/17/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 523.15 | |
| | Voucher: | | | 25472162 | 6/16/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 523.15 | |
| | | | | 25472922 | 6/17/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 361.03 | |
| | | | | 25475089 | 6/18/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 412.15 | |
| | | | | 25475556 | 6/19/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 361.03 | |
| | | | | 25475555 | 6/19/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 361.03 | |
| | | | | 25472918 | 6/17/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 361.03 | |
| | | | | 25475534 | 6/19/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 361.03 | |
| | | | | 25471983 | 6/16/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 541.53 | |
| | | | | 25472156 | 6/16/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 361.03 | |
| | | | | 25475087 | 6/18/2026 | JOHNSON CONTROLS FIRE PROTECTION CONTRAC | 302.15 | 4,468.31 |
| 115220 | 7/28/2026 | 0012510 | KILEY & ASSOCIATES, LLC | SG 260622 | 6/22/2026 | JUNE 2026 FEDERAL LEGISLATIVE ADVOCACY S | 3,333.33 | 3,333.33 |
| | Voucher: | | | | | | | |
| 115221 | 7/28/2026 | 00003387 | KNORR SYSTEMS, INC. | 312742 | 6/26/2026 | POOL SUPPLIES | 11,682.28 | |
| | Voucher: | | | 312500 | 6/25/2026 | FY 25/26 PREVENTIVE MAINTENANCE PACKAGE | 198.68 | |
| | | | | 308317 | 6/19/2026 | POOL SUPPLIES | 1,363.44 | 13,244.40 |
| 115222 | 7/28/2026 | 0006905 | LA COUNTY SHERIFF'S DEPARTMENT | 263223BL | 6/18/2026 | FOOD FOR THE JAIL | 772.80 | 772.80 |
| | Voucher: | | | | | | | |
| 115223 | 7/28/2026 | 0015529 | LAW FIRM PROFESSIONAL, CORPORATION | COALITIONCLE | 7/6/2026 | SETTLEMENT AGREEMENT COALITION FOR CLEAN | 50,000.00 | 50,000.00 |
| | Voucher: | | | | | | | |
| 115224 | 7/28/2026 | 0007795 | LAWRENCE ROLL UP DOORS, INC | 2623364 | 6/30/2026 | REPAIR BROKEN DOUBLE DOOR FRAME AND INST | 4,773.30 | |
| | Voucher: | | | 2623175 | 6/25/2026 | REPLACE FIRE DOOR AT PUBLIC WORKS YARD | 16,476.43 | |
| | | | | 2623363 | 6/30/2026 | DOUBLE DOORS - SPORT CENTER | 6,997.00 | 28,246.73 |

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|---|---|---|---|---|---|---|---|---|---|
| 115225 | 7/28/2026 | 00001161 | LIFE ASSIST INC | 2138530 | 6/19/2026 | FIRST AID SUPPLIES | 70.88 | 70.88 | |
| | Voucher: | | | | | | | | |
| 115226 | 7/28/2026 | 00000488 | LINDE GAS & EQUIPMENT INC. | 56823298 | 5/21/2026 | SPECIALTY POOL PARTS | 181.83 | 181.83 | |
| | Voucher: | | | | | | | | |
| 115227 | 7/28/2026 | 0013343 | LITTLEJOHN COMMUNICATIONS, INC | 07012026 | 7/1/2026 | JUNE 2026 SERVICES FOR INMATE PHONE | 100.00 | 100.00 | |
| | Voucher: | | | | | | | | |
| 115228 | 7/28/2026 | 00004538 | LITTLEJOHN-REULAND CORPORATION | 0068233 | 5/28/2026 | SPA PUMPS/ POOL REPAIRS | 5,148.81 | 5,148.81 | |
| | Voucher: | | | | | | | | |
| 115229 | 7/28/2026 | 00004060 | MCMASTER-CARR SUPPLY CO | 66869863 | 6/17/2026 | SPECIAL HARDWARE. NO WORK ON SG PROPERTY | 101.50 | | |
| | Voucher: | | | 67395453 | 6/25/2026 | SPECIAL HARDWARE. NO WORK ON SG PROPERTY | 1,966.69 | 2,068.19 | |
| 115230 | 7/28/2026 | 0011575 | MERCHANTS BUILDING | 985243 | 6/30/2026 | JUNE 2026 ANNUAL CUSTODIAL & MNTC SERVIC | 26,909.00 | 26,909.00 | |
| | Voucher: | | | | | | | | |
| 115231 | 7/28/2026 | 00003815 | MICHELSON LABORATORIES, INC | 0760216 | 6/15/2026 | TITLE 22 LAB ANALYSIS | 1,650.00 | | |
| | Voucher: | | | 0760217 | 6/15/2026 | TITLE 22 LAB ANALYSIS | 1,650.00 | | |
| | | | | 0760218 | 6/15/2026 | TITLE 22 LAB ANALYSIS | 594.00 | 3,894.00 | |
| 115232 | 7/28/2026 | 0014202 | MILLER MENDEL, INC | 14763 | 3/31/2026 | JAN-MARCH 2026 ESOPH DATA STORAGE | 1.44 | 1.44 | |
| | Voucher: | | | | | | | | |
| 115233 | 7/28/2026 | 00000447 | MISC - BLDG PERMITS | 257664-cervant | 6/29/2026 | REFUND PER OWNER PROJECT CANCELLED WORK | 11,685.97 | 11,685.97 | |
| | Voucher: | | | | | | | | |
| 115234 | 7/28/2026 | 00000447 | MISC - BLDG PERMITS | 258044-CLEAN | 6/29/2026 | REFUND PER CONTRACTOR | 385.60 | 385.60 | |
| | Voucher: | | | | | | | | |
| 115235 | 7/28/2026 | 00000447 | MISC - BLDG PERMITS | 258767-GUZMA | 6/29/2026 | REFUND PER APPLICANT CANCEL INSPECTION | 364.00 | 364.00 | |
| | Voucher: | | | | | | | | |
| 115236 | 7/28/2026 | 00000170 | MISC - PKS & REC REFUND | 99788149-LEG/ | 6/10/2026 | REFOUND OF DEPOSIT AFTER EVENT | 530.00 | 530.00 | |
| | Voucher: | | | | | | | | |
| 115237 | 7/28/2026 | 00000170 | MISC - PKS & REC REFUND | 101478149-BAF | 6/27/2026 | REFUND OF DEPOSIT AFTER EVENT | 530.00 | 530.00 | |
| | Voucher: | | | | | | | | |
| 115238 | 7/28/2026 | 00000170 | MISC - PKS & REC REFUND | 101414454-GAI | 6/13/2026 | REFUND OF DEOSIT (AFTER EVENT) | 341.00 | 341.00 | |
| | Voucher: | | | | | | | | |
| 115239 | 7/28/2026 | 00000170 | MISC - PKS & REC REFUND | 107055788-SO | 6/25/2026 | REFUND OEKIDEA SOTO UNABLE TO ATTEND | 214.52 | 214.52 | |
| | Voucher: | | | | | | | | |
| 115240 | 7/28/2026 | 0009426 | MV CHENG & ASSOCIATES, INC. | 6-30-2026b | 6/30/2026 | JUNE 2026 PROFESSIONAL FINANCIAL AND ACC | 7,735.00 | 7,735.00 | |
| | Voucher: | | | | | | | | |
| 115241 | 7/28/2026 | 00004969 | NATIONAL READY MIXED CONCRETE | 977056 | 5/21/2026 | CONCRETE, SAND AND AGGREGATE MATERIALS | 1,583.73 | 1,583.73 | |
| | Voucher: | | | | | | | | |
| 115242 | 7/28/2026 | 0011725 | NEXTECH SYSTEMS, INC. | INV4120 | 6/18/2026 | SPARE PEDESTRIAN CROSSING HARDWARE FOR G | 4,433.29 | | |
| | Voucher: | | | INV4121 | 6/18/2026 | SPARE PEDESTRIAN CROSSING HARDWARE FOR G | 4,346.45 | 8,779.74 | |
| 115243 | 7/28/2026 | 0007984 | O'REILLY AUTO PARTS | 3063-277679 | 7/2/2026 | AUTO PARTS | 256.86 | | |
| | Voucher: | | | 3063-276432 | 6/23/2026 | AUTO PARTS | 323.41 | | |
| | | | | 3063-277428 | 6/30/2026 | AUTO PARTS | 90.70 | 670.97 | |
| 115244 | 7/28/2026 | 0012867 | PACIFIC OFFICE AUTOMATION | AR00393468 | 5/15/2026 | EQUIPMENT SERVICE FOR PRINTER'S SHARP C7 | 146.03 | 146.03 | |
| | Voucher: | | | | | | | | |
| 115245 | 7/28/2026 | 00001346 | PD: CSULB RESEARCH FOUNDATION | 3890 | 6/11/2026 | JUNE 11 2026 MENTAL HEALTH DECISION MAKI | 450.00 | | |
| | Voucher: | | | TNR 1339 | 4/29/2026 | MAY 18-20 2026 INTERNAL AFFAIRS SEMINAR | 405.00 | 855.00 | |
| 115246 | 7/28/2026 | 00003809 | PD: GONZALEZ, JUAN CARLOS | TNR 1333 | 6/23/2026 | 05/04/26-05/7/26 POST MANAGEMENT COURSE | 378.14 | | |
| | Voucher: | | | TNR 1339 | 6/23/2026 | 05/18/26-05/20//26 INTERNAL AFFAIRS TRAV | 202.04 | 580.18 | |
| 115247 | 7/28/2026 | 0009511 | PD:PRADO FAMILY SHOOTING RANGE | 7894 | 6/28/2026 | FULL DAY TRAINING 6/22/26 HALF DAY TRAIN | 950.00 | 950.00 | |
| | Voucher: | | | | | | | | |
| 115248 | 7/28/2026 | 00004713 | PETTY CASH- PARKS & REC.DEPT.- | 06/03/26-07/01/ | 7/6/2026 | 6/3/26 -7/01/26 PETTY CASH | 373.59 | 373.59 | |
| | Voucher: | | | | | | | | |
| 115249 | 7/28/2026 | 0012870 | PK: BIBRIESCA DE ARELLANO, MARIELENA | MBSPRING062 | 6/30/2026 | 06/02/26-06/30/26 TONE IT UP | 360.00 | | |
| | Voucher: | | | MBSPRING062 | 6/30/2026 | 06/02/26-06/30/26 STEP AEROBICS CLASSES | 450.00 | 810.00 | |
| 115250 | 7/28/2026 | 0011257 | PK: GUILMETTE, ROBERT | RSSPRING 062 | 6/29/2026 | 06/01/26-06/29/26 YOGA CLASSES | 1,330.00 | 1,330.00 | |
| | Voucher: | | | | | | | | |
| 115251 | 7/28/2026 | 0013797 | PK: MANRIQUEZ, EYVAR | EMSPRING062 | 6/26/2026 | 06/04/26-06/26/26 MUAY THAI CONDITIONING | 360.00 | 360.00 | |
| | Voucher: | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| 115252 | 7/28/2026 Voucher: | 0014459 | PK: RANGEL, VIOLETA ISAVEL | VRSPRING062( | 6/27/2026 | 06/04/26-06/27/26 ADULT EXERCISE CLASSES | 315.00 | 315.00 |
| 115253 | 7/28/2026 Voucher: | 0010624 | PK: SANCHEZ, MARIBEL | MSSPRING062 | 6/27/2026 | 06/13/26-06/27/26 ZUMBA | 135.00 | 135.00 |
| 115254 | 7/28/2026 Voucher: | 0013659 | PK: SANCHEZ, ROCIO | RSSPRING062( | 6/24/2026 | 06/03/26-06/24/26 ZUMBA CLASSES | 135.00 | |
| | | | | RSSPRING062( | 6/30/2026 | 06/01/26-06/30/26 ZUMBA CLASSES | 855.00 | 990.00 |
| 115255 | 7/28/2026 Voucher: | 0013796 | PK: YOGAWITHVANESA | VJSPRING062( | 6/29/2026 | 06/01/26-06/29/26 ADULT YOGA | 450.00 | 450.00 |
| 115256 | 7/28/2026 Voucher: | 00004391 | PYRO SPECTACULARS, INC. | S051292-2 | 4/28/2026 | 2026 FOURTH OF JULY FIREWORKS SHOW | 15,937.00 | 15,937.00 |
| 115257 | 7/28/2026 Voucher: | 00004773 | RET: ALMANZA, JOSEPH A | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 194.83 | 194.83 |
| 115258 | 7/28/2026 Voucher: | 0008275 | RET: AROCHA, FRANCIS X. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,163.88 | 1,163.88 |
| 115259 | 7/28/2026 Voucher: | 00001840 | RET: BLASKA, WILLIAM MIKE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| 115260 | 7/28/2026 Voucher: | 0015483 | RET: BOLAR, EDWARD | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 115261 | 7/28/2026 Voucher: | 00004776 | RET: CARTER, LLOYD B | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| 115262 | 7/28/2026 Voucher: | 00000495 | RET: CHAVEZ, ANTHONY A | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115263 | 7/28/2026 Voucher: | 0006505 | RET: CORBET, RONALD | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,435.98 | 1,435.98 |
| 115264 | 7/28/2026 Voucher: | 0008746 | RET: DELEON, RUBEN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115265 | 7/28/2026 Voucher: | 0011326 | RET: GALVAN, RAY A. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115266 | 7/28/2026 Voucher: | 0013282 | RET: GARCIA, VIVIAN M. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115267 | 7/28/2026 Voucher: | 0006508 | RET: GOMEZ, JOSEPH C. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115268 | 7/28/2026 Voucher: | 0010881 | RET: KOOPMANS, WILLIAM O. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115269 | 7/28/2026 Voucher: | 0010410 | RET: LEO, FRANK | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115270 | 7/28/2026 Voucher: | 00003833 | RET: MOOMEY, STEVEN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 518.00 | 518.00 |
| 115271 | 7/28/2026 Voucher: | 00003328 | RET: MOSBY, DOROTHEA S | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 194.83 | 194.83 |
| 115272 | 7/28/2026 Voucher: | 00003798 | RET: RANGEL, ARMANDO | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 115273 | 7/28/2026 Voucher: | 0015482 | RET: ROSALES, YVONEE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 115274 | 7/28/2026 Voucher: | 00004804 | RIO HONDO COMMUNITY COLLEGE | X26-26-ZSGT | 6/10/2026 | BASIC POLICE ACADEMY MODULE 1 TUTION | 2,379.00 | 2,379.00 |
| 115275 | 7/28/2026 Voucher: | 0012589 | S&L INTERNATIONAL, INC. | 72224 | 6/16/2026 | BARRACUDA EMAIL PROTECTION + PREMIUM SUP | 49,963.50 | 49,963.50 |
| 115276 | 7/28/2026 Voucher: | 0013470 | SA ASSOCIATES | FIRESTONE-02 | 6/16/2026 | 5/31/26 FIRESTONE BLVD. BRIDGE PIPELINE | 14,455.00 | 14,455.00 |
| 115277 | 7/28/2026 Voucher: | 00000322 | SAM'S CLUB | 5961-2026 | 6/18/2026 | MISC SUPPLIES | 498.00 | |
| | | | | 5961 | 4/7/2026 | MISC SUPPLIES | 277.46 | 775.46 |
| 115278 | 7/28/2026 Voucher: | 0014787 | SAN BERNARDINO COUNTY SHERIFF, DEPT | 1800002456 | 6/23/2026 | USE OF SHERIFF'S FIRING RANGE Q2-SHOOTER | 584.00 | 584.00 |
| 115279 | 7/28/2026 Voucher: | 0009253 | SITEONE LANDSCAPE SUPPLY, LLC | 167741873-001 | 6/17/2026 | SPECIALTY IRRIGATION PARTS | 1,754.62 | |
| | | | | 166820719-001 | 6/16/2026 | SPECIALTY IRRIGATION PARTS | 526.66 | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 167337634-001 | 6/16/2026 | SPECIALTY IRRIGATION PARTS | 1,943.89 | 4,225.17 |
| 115280 | 7/28/2026 | 00004857 | SMITH FASTENER COMPANY | 0058448 | 6/26/2026 | SPECIALITY HARDWARE | 12.34 | 12.34 |
| | Voucher: | | | | | | | |
| 115281 | 7/28/2026 | 0012098 | SO CAL COMPTON PIPE SUPPLY CO | 2552 | 3/20/2026 | LINE PIPE & SERVICES LINE PARTS FOR EMER | 706.66 | 706.66 |
| | Voucher: | | | | | | | |
| 115282 | 7/28/2026 | 00001899 | SPECTRATURF INC. | 19716 | 3/20/2026 | PLAYGROUNDS - SURFACING MATERIALS | 1,689.43 | 1,689.43 |
| | Voucher: | | | | | | | |
| 115283 | 7/28/2026 | 0011362 | SPORTS IMPORTS, INC. | INV42315 | 6/10/2026 | VOLLEYBALL NETS | 2,028.05 | 2,028.05 |
| | Voucher: | | | | | | | |
| 115284 | 7/28/2026 | 0008771 | STETSON ENGINEERS INC. | 2948-23-007 | 7/1/2026 | 2025 URBAN WATER MANAGEMENT PLAN | 1,808.00 | 1,808.00 |
| | Voucher: | | | | | | | |
| 115285 | 7/28/2026 | 0012517 | T.Y. LIN INTERNATIONAL | 3012602004 | 4/3/2026 | JAN 2026 CM AND INSPECTION SERVICES FOR | 28,213.60 | 28,213.60 |
| | Voucher: | | | | | | | |
| 115286 | 7/28/2026 | 0013473 | THE SINATRA UNIFORM COMPANY | SU19123 | 6/19/2026 | POLICE EMPLOYEE UNIFORMS, ALTERATIONS AN | 1,428.84 | 1,428.84 |
| | Voucher: | | | | | | | |
| 115287 | 7/28/2026 | 0009355 | T-MOBILE USA, INC. | L2511280153 | 11/28/2025 | INVESTIGATIVE SERVICES TIMING ADVANCE DR | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 115288 | 7/28/2026 | 00003438 | TRANS UNION-SOUTHERN CALI DIVI | 05603054 | 5/25/2026 | CREDIT CHECKS | 27.94 | 27.94 |
| | Voucher: | | | | | | | |
| 115289 | 7/28/2026 | 0013584 | TRUE NORTH COMPLIANCE SERVICES, INC. | 26-05-0221 | 6/29/2026 | MAY 2026 TRUE NORTH-PLAN CHECK SVCS BUIL | 4,368.59 | 4,368.59 |
| | Voucher: | | | | | | | |
| 115290 | 7/28/2026 | 00004964 | UNDERGROUND SERVICE ALERT | 25-264278 | 7/1/2026 | DIG ALERTS | 173.62 | |
| | Voucher: | | | 620260217 | 7/1/2026 | DIG ALERTS | 596.95 | 770.57 |
| 115291 | 7/28/2026 | 0010265 | UNITED PACIFIC SERVICES, INC. | 26-0620-7 | 6/20/2026 | TREE MAINTENANCE IN CITY PARKS | 4,750.00 | 4,750.00 |
| | Voucher: | | | | | | | |
| 115292 | 7/28/2026 | 00002184 | UNITED RENTALS (NORTH AMERICA), INC. | 262024674-001 | 5/6/2026 | FORKLIFT TRAINING / CERTIFICATION | 2,399.20 | 2,399.20 |
| | Voucher: | | | | | | | |
| 115293 | 7/28/2026 | 0014729 | VITAL RECORDS HOLDINGS,LLC | 6492326 | 5/31/2026 | STORAGE SERVICES FOR ADMIN SVCS | 881.15 | 881.15 |
| | Voucher: | | | | | | | |
| 115294 | 7/28/2026 | 00004423 | WALTERS WHOLESALE ELECTRIC CO | S130693207-00 | 6/24/2026 | ELECTRICAL SUPPLIES | 1,453.73 | |
| | Voucher: | | | S130642046.00 | 6/17/2026 | ELECTRICAL SUPPLIES | 791.29 | |
| | | | | S130642485.00 | 6/17/2026 | ELECTRICAL SUPPLIES | 356.93 | 2,601.95 |
| 115295 | 7/28/2026 | 0010476 | WECK LABORATORIES INC | W6G0022 | 7/1/2026 | WATER SAMPLES | 145.00 | |
| | Voucher: | | | W6F1568 | 6/26/2026 | WATER SAMPLES | 250.00 | |
| | | | | W6F1081 | 6/17/2026 | WATER SAMPLES | 450.00 | 845.00 |
| 115296 | 7/28/2026 | 0014573 | WEST & ASSOCIATES ENGINEERING, INC. | 84008001 | 6/27/2026 | ANNUAL URBAN WATER REPORT | 950.00 | 950.00 |
| | Voucher: | | | | | | | |
| 115297 | 7/28/2026 | 00000032 | WEST COAST MAILERS | 12244 | 3/24/2026 | UTT BILL INSERT PRINT JOB11-103 | 200.00 | 200.00 |
| | Voucher: | | | | | | | |
| 115298 | 7/28/2026 | 0012301 | WHITTIER FERTILIZER COMPANY | 439863 | 6/10/2026 | SOIL MIXES,AMENDMENTS & SPECIAL SAND MIX | 1,727.70 | |
| | Voucher: | | | 440029 | 6/18/2026 | SOIL MIXES,AMENDMENTS & SPECIAL SAND MIX | 897.08 | 2,624.78 |
| 115299 | 7/28/2026 | 00000062 | ZIEGLER'S HARDWARE& SUPPLY,INC | 7440 | 6/22/2026 | MISC HARDWARE | 16.56 | |
| | Voucher: | | | 7340 | 6/3/2026 | MISC HARDWARE | 27.65 | |
| | | | | 7425 | 6/18/2026 | MISC HARDWARE | 123.97 | |
| | | | | 7328 | 6/1/2026 | MISC HARDWARE | 14.39 | |
| | | | | 7188 | 4/25/2026 | MISC HARDWARE | 28.75 | 211.32 |
| 11655525 | 7/9/2026 | 00002335 | PITNEY BOWES | JULY 2026 | 7/7/2026 | JULY 2026-RESERVE ACCOUNT (#34719070) DE | 3,500.00 | 3,500.00 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 865,283.83

**229 checks & 2 wires in this report.**

**Grand Total All Checks & Wires:** 865, 283.83

Bank : efbotw BANK OF THE WEST EFT

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 6189 | 7/28/2026 | 0014823 | RET: ANTHONY PEREZ, EDWARD | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6190 | 7/28/2026 | 0012466 | RET: ADAMS, PAUL L. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,299.14 | 1,299.14 |
| | Voucher: | | | | | | | |
| 6191 | 7/28/2026 | 0005570 | RET: ALONZO, ANTHONY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,169.00 | 1,169.00 |
| | Voucher: | | | | | | | |
| 6192 | 7/28/2026 | 0014715 | RET: ANDERSON, KENNETH R. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6193 | 7/28/2026 | 0015298 | RET: ARAKAWA, DARREN ANTHONY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,853.04 | 1,853.04 |
| | Voucher: | | | | | | | |
| 6194 | 7/28/2026 | 0012843 | RET: AUSTIN, BYRON A. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6195 | 7/28/2026 | 0005813 | RET: AVILA, VINCENT | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6196 | 7/28/2026 | 0013775 | RET: AVILES, OMAR ADOLFO | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6197 | 7/28/2026 | 0014366 | RET: BARKER, RILEY M. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6198 | 7/28/2026 | 0012982 | RET: BONILLA CLAYTON, YADIRA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6199 | 7/28/2026 | 00001265 | RET: BRASSFIELD, CHARLES R | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6200 | 7/28/2026 | 0006324 | RET: BURBACH, MAUREEN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6201 | 7/28/2026 | 0012844 | RET: CAMACHO, EDWARD | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,163.88 | 1,163.88 |
| | Voucher: | | | | | | | |
| 6202 | 7/28/2026 | 0015479 | RET: CENDEJAS, ELIZABETH R. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,200.00 | 1,200.00 |
| | Voucher: | | | | | | | |
| 6203 | 7/28/2026 | 0015485 | RET: CHAVES, GEORGE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 194.83 | 194.83 |
| | Voucher: | | | | | | | |
| 6204 | 7/28/2026 | 0014800 | RET: CHAVEZ, CELESTE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6205 | 7/28/2026 | 00000817 | RET: CHRIST, DOUGLAS F | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6206 | 7/28/2026 | 0015376 | RET: COSTLEY, STEVEN P | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6207 | 7/28/2026 | 00003408 | RET: DAMRON, ROGER V | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6208 | 7/28/2026 | 0014404 | RET: DAVILA, PAULITA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6209 | 7/28/2026 | 0013163 | RET: DAVIS, RANDALL JOHN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,196.68 | 1,196.68 |
| | Voucher: | | | | | | | |
| 6210 | 7/28/2026 | 00004777 | RET: DAY, ROBERT A | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6211 | 7/28/2026 | 00001776 | RET: EADE, JOANN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 194.83 | 194.83 |
| | Voucher: | | | | | | | |
| 6212 | 7/28/2026 | 00003973 | RET: EADS, KENNETH P. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,169.00 | 1,169.00 |
| | Voucher: | | | | | | | |
| 6213 | 7/28/2026 | 00003853 | RET: FANNIN, ZONA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |

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|---|---|---|---|---|---|---|---|---|
| | Voucher: | | | | | | | |
| 6214 | 7/28/2026 | 0008820 | RET: FERNANDEZ, CARLOS | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6215 | 7/28/2026 | 00004403 | RET: FIELD, GARY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6216 | 7/28/2026 | 0006507 | RET: FIGUEROA, GLORIA A. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6217 | 7/28/2026 | 0013564 | RET: FLAD, MICHAEL | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,339.68 | 1,339.68 |
| | Voucher: | | | | | | | |
| 6218 | 7/28/2026 | 00000605 | RET: FORRESTER, BOB L | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6219 | 7/28/2026 | 0015486 | RET: FRANCO, JOSE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6220 | 7/28/2026 | 0005355 | RET: GALBREATH, RUSSELL | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 435.57 | 435.57 |
| | Voucher: | | | | | | | |
| 6221 | 7/28/2026 | 0011186 | RET: GAMBOA, OSCAR | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6222 | 7/28/2026 | 00000496 | RET: GEORGE, RONALD P | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6223 | 7/28/2026 | 0013121 | RET: GONZALES, LORETTA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6224 | 7/28/2026 | 00003940 | RET: GONZALEZ, HIRAM | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6225 | 7/28/2026 | 0006328 | RET: GUTIERREZ, MANUEL | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,395.60 | 1,395.60 |
| | Voucher: | | | | | | | |
| 6226 | 7/28/2026 | 0014822 | RET: GUTIERREZ, REYNA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| | Voucher: | | | | | | | |
| 6227 | 7/28/2026 | 0006510 | RET: HERNANDEZ, MARIA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6228 | 7/28/2026 | 0006329 | RET: HOMSHER, HUGH | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 916.86 | 916.86 |
| | Voucher: | | | | | | | |
| 6229 | 7/28/2026 | 0013216 | RET: HUFFMAN, EDWARD RAYMOND | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6230 | 7/28/2026 | 0012845 | RET: HUGAR L., JAMES | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6231 | 7/28/2026 | 00004784 | RET: HUNTRODS, RICHARD F | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 239.00 | 239.00 |
| | Voucher: | | | | | | | |
| 6232 | 7/28/2026 | 0009521 | RET: HUPP, KEITH | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| 6233 | 7/28/2026 | 00004785 | RET: IRISH, TERRY F | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6234 | 7/28/2026 | 0011110 | RET: JOHNSON, GERALD | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6235 | 7/28/2026 | 00004787 | RET: KENNEDY, GARY E | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6236 | 7/28/2026 | 0005356 | RET: KEY, ANDREW | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,169.00 | 1,169.00 |
| | Voucher: | | | | | | | |
| 6237 | 7/28/2026 | 0011111 | RET: KOOMEN, SHERI L. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6238 | 7/28/2026 | 0009946 | RET: LEFEVER, STEVEN A. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 200.00 | 200.00 |
| | Voucher: | | | | | | | |
| 6239 | 7/28/2026 | 00004789 | RET: LILLEY, RAYMOND E | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| | Voucher: | | | | | | | |
| 6240 | 7/28/2026 | 0012707 | RET: LLOYD, BRUCE W. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| | Voucher: | | | | | | | |
| 6241 | 7/28/2026 | 0012927 | RET: LONG, PENG | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |

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|---|---|---|---|---|---|---|---|---|
| 6242 | Voucher: 7/28/2026 | 0005633 | RET: LOPEZ, ALFONSO | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 615.16 | 615.16 |
| 6243 | Voucher: 7/28/2026 | 0006511 | RET: LOPEZ, RAMON A. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6244 | Voucher: 7/28/2026 | 0009453 | RET: LOPEZ, VERONICA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6245 | Voucher: 7/28/2026 | 0013398 | RET: MARIN, SANDRA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6246 | Voucher: 7/28/2026 | 0007656 | RET: MATSUKIYO, DAVID | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6247 | Voucher: 7/28/2026 | 0014276 | RET: MCEVILLY, DEBORAH | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6248 | Voucher: 7/28/2026 | 0013777 | RET: MONTANEZ JR., ABELINO | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6249 | Voucher: 7/28/2026 | 0015377 | RET: MORALES, VALERIE M | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6250 | Voucher: 7/28/2026 | 0011895 | RET: MUNOZ, ALFREDO | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6251 | Voucher: 7/28/2026 | 00003239 | RET: NASSAR, SAMI R | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 200.00 | 200.00 |
| 6252 | Voucher: 7/28/2026 | 0014639 | RET: O'MALLEY, DEREK | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6253 | Voucher: 7/28/2026 | 0012468 | RET: ORTIZ, JULIAN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 807.05 | 807.05 |
| 6254 | Voucher: 7/28/2026 | 0015484 | RET: OSTERHOUDT, LARRY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6255 | Voucher: 7/28/2026 | 0012467 | RET: PATINO, IGNACIO M. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6256 | Voucher: 7/28/2026 | 0011522 | RET: PELLERIN, ROBERT | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6257 | Voucher: 7/28/2026 | 00005237 | RET: PEREZ, SUSAN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6258 | Voucher: 7/28/2026 | 0010733 | RET: PIXLER, DAVID | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6259 | Voucher: 7/28/2026 | 00004794 | RET: POWELL, ROBERT K. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| 6260 | Voucher: 7/28/2026 | 0015378 | RET: QUINTERO, JORGE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6261 | Voucher: 7/28/2026 | 0006326 | RET: RAMIREZ, VIRGINIA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6262 | Voucher: 7/28/2026 | 0006327 | RET: RASCO, ANGELA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6263 | Voucher: 7/28/2026 | 0011967 | RET: RIVERA, FRANK J. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 825.69 | 825.69 |
| 6264 | Voucher: 7/28/2026 | 0011978 | RET: RIVERA, HANNAH TELLEZ-CAMPOS | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 825.69 | 825.69 |
| 6265 | Voucher: 7/28/2026 | 0012837 | RET: RODRIGUEZ, ANNA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6266 | Voucher: 7/28/2026 | 0012682 | RET: RUIZ, NELLIE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6267 | Voucher: 7/28/2026 | 0011112 | RET: SALDIVAR, MARIO M. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6268 | Voucher: 7/28/2026 | 0013274 | RET: SAUCEDO NEVAREZ, LUIS M | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6269 | 7/28/2026 | 0009865 | RET: SCHRADER, GEORGE R. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,505.00 | 1,505.00 |

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|---|---|---|---|---|---|---|---|---|
| 6270 | Voucher: 7/28/2026 | 0011521 | RET: SCOTT, DAVID | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6271 | Voucher: 7/28/2026 | 0013273 | RET: SEKIYA, JONATHAN M | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 828.03 | 828.03 |
| 6272 | Voucher: 7/28/2026 | 00000458 | RET: SEWELL, ELAINE | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6273 | Voucher: 7/28/2026 | 00000459 | RET: SEWELL, KENNETH R | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6274 | Voucher: 7/28/2026 | 0006513 | RET: SHETTER, RANDOLPH M. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6275 | Voucher: 7/28/2026 | 00000869 | RET: SMITH, CHARLES R | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| 6276 | Voucher: 7/28/2026 | 00004796 | RET: SPEELMAN, PATRICIA L | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| 6277 | Voucher: 7/28/2026 | 00002147 | RET: SPROWLS, KENNETH C | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 250.00 | 250.00 |
| 6278 | Voucher: 7/28/2026 | 0008313 | RET: SULLIVAN, DARREN | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,169.00 | 1,169.00 |
| 6279 | Voucher: 7/28/2026 | 0006512 | RET: TATTI, WILLIAM P. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6280 | Voucher: 7/28/2026 | 0014457 | RET: TEEPLES, JAMES | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6281 | Voucher: 7/28/2026 | 0014524 | RET: TIMOTEO, VINEULA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6282 | Voucher: 7/28/2026 | 0014403 | RET: TORRES, DAVID E | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 200.00 | 200.00 |
| 6283 | Voucher: 7/28/2026 | 0012959 | RET: TREJO, RAMONA M | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6284 | Voucher: 7/28/2026 | 0014379 | RET: URTEZ, YOLANDA | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6285 | Voucher: 7/28/2026 | 00003573 | RET: VAN LIEROP, MARTIN G | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 503.50 | 503.50 |
| 6286 | Voucher: 7/28/2026 | 0013776 | RET: VARGAS, ALEX J. | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 300.00 | 300.00 |
| 6287 | Voucher: 7/28/2026 | 0015164 | RET: VERVERA, ISMAEL | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| 6288 | Voucher: 7/28/2026 | 00003959 | RET: WADE, RICHARD | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 306.00 | 306.00 |
| 6289 | Voucher: 7/28/2026 | 0007655 | RET: WELLS, GREGORY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 807.05 | 807.05 |
| 6290 | Voucher: 7/28/2026 | 00004379 | RET: WHALEN, HARVEY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 150.00 | 150.00 |
| 6291 | Voucher: 7/28/2026 | 0008821 | RET: WILLIAMS, TIMOTHY | JULY 2026 | 7/16/2026 | JULY 2026- RETIREE MEDICAL INS. | 1,576.99 | 1,576.99 |
| | Voucher: | | | | | | | |
| | | | | | | **Sub total for BANK OF THE WEST EFT:** | | 65,641.09 |

**103 EFT's in this report.**

**Grand Total All EFT's:** 65,641.09

apChkLst
07/21/2026 10:36:49AM

Final Check List
CITY OF SOUTH GATE



Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|---|---|---|---|---|---|---|---|
| 3163 | 7/16/2026 | 00004836 | SEIU LOCAL 721 CTW CLC-2 | Ben387196 | 7/16/2026 | SEIU DUES: PAYMENT | 2,843.50 | 2,843.50 |
| | Voucher: | | | | | | | |
| 3164 | 7/16/2026 | 00002370 | INTERNAL REVENUE SERVI( | Ben387198 | 7/16/2026 | MEDICARE: PAYMENT | 174,114.70 | 174,114.70 |
| | Voucher: | | | | | | | |
| 3165 | 7/16/2026 | 00000343 | PUBLIC EMPLOYEES RETIRI | Ben387200 | 7/16/2026 | REDEPOSIT/WITHDRAWN CONT | 277,310.45 | 277,310.45 |
| | Voucher: | | | | | | | |
| 3166 | 7/16/2026 | 00001186 | EMPLOYMENT DEVELOPME | Ben387202 | 7/16/2026 | SDI: PAYMENT | 64,614.89 | 64,614.89 |
| | Voucher: | | | | | | | |
| 3167 | 7/16/2026 | 00000004 | NATIONWIDE RETIREMENT : | Ben387204 | 7/16/2026 | DEF COMP NATIONWIDE: PAYME | 66,375.79 | 66,375.79 |
| | Voucher: | | | | | | | |
| 3168 | 7/16/2026 | 00004996 | SEIU-COPE LOCAL 721, LA/C | Ben387206 | 7/16/2026 | SEIU- COPE LOCAL 721 DEDUCT | 127.01 | 127.01 |
| | Voucher: | | | | | | | |
| 3169 | 7/16/2026 | 00004988 | CHILD SUPPORT ON-LINE, S | Ben387208 | 7/16/2026 | CHILD SUPPORT-ONLINE: PAYMI | 340.13 | 340.13 |
| | Voucher: | | | | | | | |

**Sub total for BANK OF THE WEST:** 585,726.47

**7 checks in this report.**

**Grand Total All Checks:** 585,726.47

# SOUTH GATE CITY COUNCIL
# WARRANT APPROVAL AND CANCELLATION

Warrant Number **115163** to Warrant Number **115299** inclusive, plus WireTransfers and EFTs totaling **$1,522,545.30** as listed on the accompanying Accounts Payable Warrant Register of **July 28, 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 |
|---|---|---|---|---|
| 109411 | Alejandres Roberto JR | 3/25/2025 | $ 204.28 | STALE DATED |
| 114013 | Fiore Legal Inc | 4/14/2026 | $ 120,000.00 | STALE DATED |
| 114025 | LA Century Law | 4/14/2026 | $ 37,000.00 | STALE DATED |
| 108643 | Karla Salazar | 1/14/2025 | $ 176.78 | STALE DATED |
| 108645 | Socorro Santiago | 1/14/2025 | $ 22.26 | STALE DATED |
| 108706 | Alfredo Armendariz | 1/9/2025 | $ 40.00 | STALE DATED |
| 108707 | Alfredo Armendariz | 1/9/2025 | $ 40.00 | STALE DATED |
| 108778 | Juan Pulido | 1/9/2025 | $ 122.94 | STALE DATED |
| 108814 | Maria Trevino | 1/9/2025 | $ 40.00 | STALE DATED |
| 145951 | Estela Cerpa | 2/25/2025 | $ 40.00 | STALE DATED |
| 109167 | Sandra Ibarra | 2/25/2025 | $ 40.00 | STALE DATED |
| 109194 | Olga Munoz | 2/25/2025 | $ 187.23 | STALE DATED |
| 109250 | Melina Silva | 2/25/2025 | $ 204.28 | STALE DATED |
| 109252 | Cintya Sotelo | 2/25/2025 | $ 170.45 | STALE DATED |
| 109271 | Wells Fargo | 2/25/2025 | $ 148.00 | STALE DATED |
| 109278 | Rosemary Williams | 2/25/2025 | $ 50.62 | STALE DATED |
| 109453 | Jesus Gomez | 3/25/2025 | $ 114.76 | STALE DATED |
| 109792 | Jose Franco | 4/22/2025 | $ 40.00 | STALE DATED |
| 110145 | Teresa Aguilera | 5/27/2025 | $ 40.00 | STALE DATED |
| 110286 | Joaquin Luqueno Rodriguez | 5/27/2025 | $ 22.59 | STALE DATED |
| 110308 | Velia Vallejo | 5/27/2025 | $ 20.33 | STALE DATED |
| 110550 | David Gross | 6/24/2025 | $ 125.11 | STALE DATED |
| 110836 | South Gate Collision | 6/30/2025 | $ 40.00 | STALE DATED |
| | | | | |
| | | | | |
| | **TOTAL OF VOIDED CHECKS** | | **$ 158,889.63** | |
| | | | | |

| original ck # | **REPLACEMENT CHECKS** | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | *** TOTAL OF REPLACEMENT CHECKS** | | **$0.00** | |

* Replacement checks reported in previous warrant registers have no impact to the grand total.

7/21/26
ACCOUNTING AND FINANCE MANAGER

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on July 28, **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.

# WARRANT REGISTER SUMMARY
# CITY COUNCIL MEETING OF 07/28/2026

| | | |
|---|---|---|
| TOTAL PART I - PREPAID CHECKS 7/08/26 | | 533,240.44 |
| TOTAL PART II -PAYROLL- RELATED CHECKS 7/16/26 | | 1,827.99 |
| TOTAL PART III -PREPAID CHECKS 7/15/26 | | 21,852.37 |
| TOTAL PART IV- ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS | | 865,283.83 |
| TOTAL PART V - ACCOUNTS PAYABLE EFTs | | 65,641.09 |
| TOTAL PART VI -PAYROLL- RELATED WIRE TRANSFERS | | 585,726.47 |
| | SUB - TOTAL | 2,073,572.19 |
| LESS: VOIDS | | (158,889.63) |
| LESS: EMPLOYEE PAYROLL DEDUCTIONS | | (392,137.26) |
| | GRAND TOTAL | 1,522,545.30 |