SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, May 26, 2026 at 6:30 p.m.

AMENDED

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

VIEW MEETING LIVE ONLINE AT:
HTTPS://WWW.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 AT: South Gate, CA - YouTube
Please allow up to 24 hours after the meeting for the archive to be available.
2. 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.
3. 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: Yodit Glaze, City Clerk

ROLL CALL: Yodit Glaze, City Clerk

Public Hearings

1. Resolution Confirming the Diagram and Assessment and Ordering the Levy for Fiscal Year 2026-2027 Street Lighting and Landscaping Special Maintenance District No. 1

Following the conclusion of the public hearing, the City Council will consider: (PW)

a. Adopting a Resolution ordering the levy of the Fiscal Year 2025/26 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1.

Documents:

Item 1 Report 05262026.pdf

2. Levy and Assessment of the Tweedy Mile Business District for Fiscal Year 2026/27

Following the conclusion of the public hearing, the City Council will consider: (CM)

a. Adopting a resolution 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.).

Documents:

Item 2 Report 05262026.pdf

Presentations/Reports

3. Budget Presentation

The City Council will consider: (AS)

a. Receiving and filing a presentation on the City's Budget.

Documents:

Item 3 Report 05262026.pdf

4. Renaming of Cesar Chavez Park

The City Council will consider: (PARKS)

a. Rename the park currently known as Cesar Chavez Park; and

b. Consider the names recommended by Standford Elementary and Willow Elementary.

c. Authorize the Director of Parks & Recreation to replace park identification signs and park benches to reflect the approved name.

Documents:

Item 4 Report 05262026.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 **5, 6, 7, 8, 9, 10, 11, 12** , **13, 14, 15, 16, 17, 18, 19, 20, and 21** 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.

5. Approve Ordinance Granting a Franchise Agreement to Torrance Pipeline Company

The City Council will consider: (PW)

a. Waiving the reading in full and adopt Ordinance No._____ 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.

Documents:

Item 5 Report 05262026.pdf

6. Approve Resolution of the City Council of the City of South Gate Authorizing Submittal of an Individual Grant Application for the Local Government Waste Tire

Clean Up

The City Council will consider: (PW)

a. Adopting a Resolution 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. Authorizing the City Manager, or his designee, to execute, on behalf of the City, all documents required to submit the application and implement the grant.

Documents:

Item 6 Report 05262026.pdf

7. Approve Amendment No. 2 - Honeywell International Inc. Agreement

The City Council will consider: (PW)

a. Approving Amendment No. 2 to Contract No. 2022-42-CC with Honeywell International Inc. (“Agreement”), 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. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 7 Report 05262026.pdf

8. Approve Amendment No. 2 - Merchants Building Maintenance Agreement

The City Council will consider: (PW)

a. Approving Amendment No. 2 to Contract No. 2022-42-CC with Merchants Building Maintenance (“Agreement”), 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. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 8 Report 05262026.pdf

9. Approve Amendment No. 2 to Contract No. 2025-26-AC Professional Services with Willdan Engineering for Staff Augmentation

The City Council will consider: (PW)

a. Approving Amendment No. 2 to Contract No. 2025-26-AC with Willdan Engineering ("Agreement") 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. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 9 Report 05262026.pdf

10. Approve Agreement with Letner Roofing for Construction of City Hall Reroof Project, City Project No. 732-ARC

The City Council will consider: (PW)

a. Approving an Agreement 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. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;

c. Authorizing 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. Approving 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.

Documents:

Item 10 Report 05262026.pdf

11. Approve Agreement with NV5 for Construction Management and Inspection Services City Hall Reroof Project, City Project No. 732-ARC

The City Council will consider: (PW)

a. Approving an Agreement 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.

Documents:

Item 11 Report 05262026.pdf

12. Approve Agreement with SE Gateway Access Improvements Project for Design Services

The City Council will consider: (PW)

a. Approving an agreement with AYCE Consulting Engineers, Inc. to provide engineering services ("Agreement") 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. Authorizing the City Manager to approve and execute amendments 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.

Documents:

Item 12 Report 05262026.pdf

13. Approve Agreement with Consultant I-710 On Ramp and Firestone Blvd Street Improvement Project

The City Council will consider: (PW)

a. Approving an agreement with FCG Consultants, Inc., to provide Construction Management and Inspection Services ("Agreement") for the construction of the 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. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $130,000; and

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

Documents:

Item 13 Report 05262026.pdf

14. Approve Agreement for Construction – Uncontrolled Crosswalks Improvements Projects at Various Locations 650-ST Cycle from a 4 Year to a 5-Year Cycle

The City Council will consider: (PW)

a. Approving an Agreement with Estate Design and Construction, Inc. (“Agreement”), 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. Appropriating $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;

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

Documents:

Item 14 Report 05262026.pdf

15. Approve Agreement with SHSP-State Homeland Security Program

The City Council will consider: (PD)

a. Authorizing 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. Increasing the Fiscal Year 2026/27 revenue projection in Account Number 232-541 (Law Enforcement Grants – Homeland Security Grant) to $75,000; and

c. Amending 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. Authorizing the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement for Grant Year 2024.

e. Authorizing the City Manager, or his designee, to execute all documents necessary to complete the purchases in a form acceptable to the City Attorney.

Documents:

Item 15 Report 05262026.pdf

16. Approve Measure A Planning & Design Grant Agreement with the LA County – Southern Avenue Multimodal Bridge Project

The City Council will consider: (PW)

a. Approving Grant Agreement No. 10254 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;

b. Authorizing the Mayor to execute Grant Agreement No. 10254 in a form acceptable to the City Attorney;

c. Authorizing 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. Appropriating $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.

Documents:

Item 16 Report 05262026.pdf

17. Appropriate $100k for the Tweedy Blvd/California Ave. Traffic Signal Synchronization Project and Approved Professional Service Sole Source Contracts with Iteris INC. and Forbes Traffic Solutions

The City Council will consider: (PW)

a. Amending 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. Appropriating $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).

Documents:

Item 17 Report 05262026.pdf

18. Approve Purchase Order for High Voltage Series Street Light Circuit Repairs

The City Council will consider: (PW)

a. Approving 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. Authorizing the City Manager to execute the Purchase Order, in a form approved by the City Attorney.

Documents:

Item 18 Report 05262026.pdf

19. RFP-BMO Banking Services

The City Council will consider: (AS)

a. Approving a Professional Services Agreement 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. Authorize the Mayor to execute the Agreement in a form approved by the City Attorney

Documents:

Item 19 Report 05262026.pdf

20. Quarterly Investment Report

The City Council will consider: (AS)

a. Receiving and filing the Quarterly Investment Report for the quarter ended March 31, 2026.

Documents:

Item 20 Report 05262026.pdf

21. Approve Minutes for the Special and Regular Council Meetings of April 14, 20 & 28, 2026

The City Councill will consider: (CLERK)

a. Approving the Special and Regular Meeting Minutes of April 14, 2026;

b. Approving the Special and Regular Meeting Minutes of April 20, 2026; and

c. Approving the Special and Regular Meeting Minutes of April 28, 2026.

Documents:

Item 21 Report 05262026.pdf

Reports, Recommendations And Requests

22. Warrant Register for May 26, 2026

The City Council will consider: (ADMIN SVCS)

a. Approving the Warrant Register for May 26, 2026.

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

Documents:

Item 22 Report 05262026.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 22, 2026, at 6:15 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

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

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

PUBLIC COMMENT/PARTICIPATION

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

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

MAY 21 2026

FILED
10:20 am

Item No. 1

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

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

Arturo Cervantes *Rob Houston*

SUBJECT: RESOLUTION ORDERING THE LEVY OF THE FISCAL YEAR 2025/26 ANNUAL ASSESSMENT FOR THE STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1

PURPOSE: To adopt a Resolution ordering the levy of the Fiscal Year 2026/27 Annual Assessment within the Street Lighting and Landscaping Maintenance District No. 1.

RECOMMENDED ACTIONS: Following the conclusion of the public hearing, the City Council will consider adopting a Resolution ordering the levy of the Fiscal Year 2025/26 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1.

FISCAL IMPACT: The cost of preparing the Engineer's Report is $8,660 and it will be funded with Street Lighting and Landscaping Funds budgeted in the Fiscal Year 2026/27 Municipal Budget.

NOTICING PROCEDURE: A Public Hearing Notice was duly published in the *Los Angeles Wave*, a local newspaper of general circulation, on May 7, 2026.

ANALYSIS: The assessment rate is set at $2.38 per adjusted front footage. Although the revenue from this assessment has remained the same for nearly three decades, the cost of maintaining the District has risen, creating a funding shortfall. For FY 2026/27, the revenue is estimated at $1,993,942, while maintenance costs are estimated at over $3.5 Million.

In April 2016, the City Council authorized an analysis to explore ways to address the funding shortfall, including the possibility of raising the assessment rate through a Proposition 218 process, which requires property owner approval for any new or increased assessments. At that time, the consultant found that while raising the rate in the existing District could help, creating new districts would be a more effective way to generate additional funds. At this time, staff is not recommending that the rates be increased. However, this can be considered at a future time.

BACKGROUND: The District was established in 1981 and operates under the Landscaping and Lighting Act of 1972 (California Streets and Highways Code). This law provides the authority to levy an assessment of properties that receive a direct "special benefit" from public

improvements, such as landscaping and street lighting. Since the District covers the entire City, the assessment is levied on all properties throughout the City.

To remain compliance with the rules of the district, District revenue can only be used to maintain and operate landscaping and lighting systems throughout the City and on City streets. This includes expenses for landscaping (trees, shrubs, grass, irrigation, and drainage) and lighting systems (streetlights, decorative fixtures, traffic signals, and related equipment), including labor and materials.

Each year, the District's assessments are levied and collected by the Los Angeles County Assessor's Office ("County") on behalf of the City through the property tax roll. In order for the County to levy and collect the assessments, the City Council must take certain actions required by the County and in accordance with applicable state law. The actions presented to the City Council are part of the annual proceedings necessary to authorize the County to place the assessments on the tax roll and collect them on behalf of the City.

On January 13, 2026, the City Council adopted Resolution No. 2026-01-CC to initiate proceedings for FY 2026/27 and directed the preparation of the Engineer's Report. On April 28, 2026, the City Council adopted Resolution No. 2026-18-CC approving the Engineer's Report and Resolution No. 2026-19-CC declaring the City's intention to levy and collect assessments and setting a public hearing on May 26, 2026. The final steps in the proceedings can be achieved by conducting a public hearing and adopting the proposed Resolution ordering the levy of the assessments. The schedule for the assessment proceedings is as follows:

The schedule for the proceedings is as follows:

Date	**City Council Action**
1/13/2026	Adopted Resolution No. 2026-01-CC initiating proceedings to levy assessments and ordering preparation of the Engineer's Report.
4/28/2026	1. Adopted Resolution No. 2026-18-CC preliminarily approving Engineer's Report. 2. Adopted Resolution No. 2026-19-CC declaring the City's intention to levy and collect assessments and set a public hearing May 26, 2026.
5/26/2026	Conduct a public hearing and adopt a Resolution confirming the area boundary and ordering the levy of annual assessments.
8/07/2026	Deadline for filing assessment roll.

An Assessment District allows the City to charge a fee (assessment) to properties that benefit from public improvements, such as enhanced landscaping and street lighting. These public improvements are considered a special benefit to adjacent properties. Funding for maintenance and services comes from the annual assessments paid by property owners within the District. To continue collecting these assessments for FY 2026/27, the City must prepare an Engineer's Report annually and hold a public hearing, as required by the Landscaping and Lighting Act of 1972.

ATTACHMENTS:

A. Proposed Resolution
B. Notice of Public Hearing
C. Resolution No. 2026-01-CC*
D. Resolution No. 2026-18-CC*
E. Resolution No. 2026-19-CC*

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

KT:ky

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

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

WHEREAS, the City Council previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District");

WHEREAS, on January 13, 2026, the City Council adopted Resolution No. 2026-01-CC initiating proceedings for the annual levy of the Fiscal Year 2026/27 assessments and ordering preparation of an Engineer's Report for the District;

WHEREAS, on April 28, 2026, the City Council adopted Resolution No. 2026-18-CC preliminarily approving the Engineer's Report dated April 22, 2026 ("Engineer's Report") which is necessary to set the assessments for Fiscal Year 2026/27 within the Maintenance District; and

WHEREAS, on April 28, 2026, the City Council adopted Resolution No. 2026-19-CC to declare its intention to levy and collect the assessments for Fiscal Year 2026/27 in the Maintenance District, as well as to set a public hearing for May 26, 2026, as a part of the proceedings, and did in fact conduct a public hearing on May 26, 2026;

WHEREAS, based upon the Engineer's Report, the following is hereby determined:

1. No new improvements and no substantial changes to existing improvements or zones are proposed for the next fiscal year;
2. Facilities to be maintained are those lighting and landscaping maintenance activities that take place within existing public streets and sidewalk rights-of-ways of the City;
3. The assessments shall remain the same as those to be levied in FY 2026/27; and

WHEREAS, at this time all notice and public hearing requirements have been met relating to the subject proceedings, and the City Council is now satisfied with the assessment and all other matters as contained in the Engineer's Report;

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

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

SECTION 2. The City Council does hereby declare that all protests and objections of every kind and nature be, and the same hereby are, overruled and denied.

SECTION 3. The City Council does hereby approve the Engineer's Report and orders it to be filed in the Office of the City Clerk as a permanent record which is to remain open for public inspection.

SECTION 4. The City Council does hereby confirm that the diagram referenced at Appendix A to the Engineer's Report, and the assessment roll referenced at Appendix B to the Engineer's Report, are as set forth in the Engineer's Report.

SECTION 5. The City Council does hereby acknowledge that the adoption of this Resolution constitutes the Fiscal Year 2026/27 annual assessment for the Maintenance District.

SECTION 6. The City Council does hereby order that the assessments authorized by this Resolution be used to fund the City's expenditures for the operation, maintenance and servicing of the landscaping, including trees, shrubs, grass and other ornamental vegetation and appurtenant facilities, including irrigation systems and drainage devices, and public lighting facilities, including street lighting improvements, traffic signals and appurtenant facilities, located in public places within the boundaries of the City of South Gate, and for other incidental expenses authorized by the Act.

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

PASSED, APPROVED and **ADOPTED** this **26th** day of **May 2026**.

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT YG

By: _____
Raúl F. Salinas, City Attorney

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of adopting a Resolution confirming the diagram and assessment and ordering the levy for Fiscal Year 2026-2027 Street Lighting and Landscaping Special Maintenance District No. 1. A copy of the Engineer's Report may be requested at the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE:	May 26, 2026
TIME:	6:30 p.m.
LOCATION:	COUNCIL CHAMBERS SOUTH GATE CITY HALL 8650 CALIFORNIA AVENUE SOUTH GATE, CA 90280

The Public Hearing meeting will be conducted in person or through videoconferencing. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing.

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

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this May 4, 2026.

_____
Yodit Glaze, City Clerk

Publication date: Thursday, May 7, 2026

Account No.: 251-714-25-6302

Office of the
South Gate City Clerk

MAY 21 2026

FILED
11:40 am

Item No. 2

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **May 26, 2026**
Originating Department: **City Manager's Office**

C.E. Management Analyst: *Leticia Cueto Aguilar* *City Manager:* *Rob Houston*

SUBJECT: A PUBLIC HEARING TO CONSIDER A PROPOSAL TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/27 FOR THE PARKING AND BUSINESS IMPROVEMENT AREA (KNOWN AS THE TWEEDY MILE BUSINESS DISTRICT) BUSINESS LICENSE

PURPOSE: Annually, the City of South Gate is required by the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.) to undertake certain proceedings to levy and collect assessments within the Parking and Business Improvement Area ("Area"). On April 28, 2026, the City Council initiated the proceedings and adopted a resolution to declare the City's intention to levy and collect said assessments. The last step in the proceedings is to conduct the Public Hearing and adopt a resolution to levy and collect assessments for Fiscal Year 2026/27 for the Parking and Business Improvement Area Business License.

RECOMMENDED ACTION: Following the conclusion of the Public Hearing, the City Council will consider adopting a resolution 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.).

NOTICING PROCEDURE: A Public Hearing Notice was duly published in the Los Angeles Wave, a local newspaper of general circulation, on May 07, 2026. A copy of the notice is attached as Exhibit "C".

FISCAL IMPACT: There is no expected impact to the City's General Fund. Revenue collected by the City is earmarked for use within the Area. The assessment for a single business can range from $14 to $400 annually, an amount which has not changed since January 1971. The Parking and Business Improvement Area Business License funding available for Fiscal Year 2026/27 is estimated to be $48,510.

BACKGROUND: On November 2, 1970, the City Council adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a parking and business improvement area (previously defined as "Area"), pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081. The

City levies an additional business license tax on businesses located within the designated Area. Section 2.64.040 (Uses and Purpose), states that the funds collected by the City can only be used for the following purposes:

a. for decoration of any public place in the area;
b. for promotion of public events which are to take place on or in public places in the area; and
c. for the general promotion of retail trade activities in the area.

The City's Municipal Code also requires that the Tweedy Mile Advisory Board ("Board") submit an Annual Report to the City Council each year. The Annual Report shall specify the expenses, services, activities, and programs to be funded by the assessment for the upcoming fiscal year, in accordance with the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Said Code also requires the City Council to approve the Annual Report, and after, it shall adopt a resolution declaring the City's intention to levy an annual assessment for the fiscal year and schedule a Public Hearing to allow public testimony regarding the proposed assessment.

The Board approved the attached Annual Report (Attachment B). In addition to the Annual Report, the City Council adopted a resolution declaring the City's intention to levy and collect assessments for Fiscal Year 2026/27 and scheduled a Public Hearing for May 26, 2026. All businesses in the Tweedy Mile Business District were notified by mail of the Public Hearing (Attachment D). A FAQ (Frequently Asked Questions) document in English and Spanish was also mailed out.

No tax increase or changes to the assessment methodology are proposed for assessments to be collected in Fiscal Year 2026/27. The assessment amount has not changed since the Area was created. The proposed budget for Fiscal Year 2026/27 is included in the Annual Report (Attachment B).

ANALYSIS: On April 28, 2026, the City Council initiated the proceedings and adopted a Resolution to declare the City's intention to levy and collect said assessments. The last step in the proceedings is to conduct the Public Hearing and adopt a Resolution to levy and collect assessments for Fiscal Year 2026/27 for the Parking and Business Improvement Area Business License.

The May 26, 2026, Public Hearing is the last step, providing a final opportunity to receive public testimony regarding the proposed assessments. At the conclusion of the Public Hearing, the City Council shall tabulate any written or verbal protests on the proposed assessments.

If the assessments of businesses submitting a protest to the proposed Fiscal Year 2026/27 assessments are 50% or greater of the total proposed assessments, assessments shall not be collected in the upcoming year. In absence of a majority receipt of protests, Council may adopt a Resolution approving the levy and collection of assessments in Fiscal Year 2026/27.

The schedule for the assessment proceedings has been/is as follows:

Dates	**Action**
April 06, 2026	Board reviews and approves the Annual Report.
April 28, 2026	City Council adopts Resolution of Intent to Levy Assessments for Fiscal Year 2026/27.
May 05, 2026	Letter and Resolution of Intent (indicating Public Hearing information and how to submit protests

	verbally or in writing) will be mailed to all affected businesses.
May 26, 2026	City Council conducts Public Hearing to receive public testimony on the proposed assessment levy.

ATTACHMENTS: A. Proposed Resolution
B. Tweedy Mile Advisory Board's Annual Report
C. Notice of Public Hearing
D. Copy of Letter Mailed to all Affected Businesses

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2026-2027 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 HIGHWAY CODE SECTION 36500 ET SEQ.)

WHEREAS, pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081, on November 2, 1970, the City Council ("City Council") of the City of South Gate ("City") adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a Parking and Business Improvement Area ("Area"), specifying the initial or additional rate or levy of the license tax to be imposed on businesses, and specifying the uses to which the revenue shall be expended;

WHEREAS, the Parking and Business Improvement Area Business License levies an additional business license tax on businesses located within the designated Area;

WHEREAS, pursuant to Section 36530 of the California Streets and Highways Code, on September 27, 2011, the City Council adopted Ordinance No. 2286 adding Sections 2.64.100 through 2.64.140 establishing the Tweedy Mile Advisory Board ("TMAB") to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

WHEREAS, on September 11, 2018, and September 25, 2018, the City Council made appointments to the TMAB, which held its first meeting on February 4, 2019, and have met from time to time since;

WHEREAS, the TMAB prepares an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance with the requirements of Sections 36530 and 36533 of the California Streets and Highways Code, and upon TMAB's approval of the annual report, presents it to the City Council for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report;

WHEREAS, the Area is known as the Tweedy Mile Business District which boundaries include Tweedy Boulevard between the beginning of the northeasterly line of Long Beach Boulevard and easterly along said prolongation and southerly line to the intersection with the westerly line of Hunt Avenue;

WHEREAS, the City Council and the TMAB have determined that the Area benefits the businesses located and operating within the Area by generating revenue for businesses to improve the physical and financial health, social and cultural center of the City, and thereby enhances the City's community at large;

WHEREAS, the TMAB has conducted outreach to member businesses to formulate the Annual Report for Fiscal Year 2026/27, including the work plan, budget and fee assessment schedule that would be fair, reasonable and in compliance with the California Streets and Highway Code Section 36500 et. seq.;

WHEREAS, at its Regular Meeting of April 06, 2026, the TMAB approved the Annual Report for Fiscal Year 2026/27, specifying the expenses, services, activities, and programs to be funded by the assessments for Fiscal Year 2026/27;

WHEREAS, the continuation of the TMAB and the related levy of assessments in the area will promote the economic revitalization of the downtown area of the City, create jobs, and attract new businesses; in addition, the Area enhances and promotes the City, culturally and commercially;

WHEREAS, following adoption, mailing, and publication of a Resolution of Intent to Levy and Collect the Assessments, the City Council held a public meeting on May 26, 2026, to allow public testimony regarding the Fiscal Year 2026/27 assessments of businesses within the Area;

WHEREAS, the City Council held a public hearing on May 26, 2026, and heard and considered all protests against the establishment of the assessment; and

WHEREAS, the written protests received from the owners of businesses in the Area totaled less than 50 percent of the assessments.

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

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

SECTION 2. The City Council does hereby declare that the Area has not changed. The territorial boundaries in the Area are identified in the Area Map attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. Pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.), the City Council does hereby declare its intention to continue the levy and collect assessments within the Area for the purpose of promoting activities which will benefit the businesses located and operating within the Area for Fiscal Year 2026/27.

SECTION 4. The City Council does hereby declare that the type or types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area are in line with the "Improvements" and "Activities" permitted under Sections 36510 & 36513 of Streets and

Highway Code, specifically: (a) "Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to parking facilities, benches, trash receptacles, street lighting, decorations, parks, and fountains; and (b) "Activities" means, but is not limited to, promotion of public events which benefit businesses in the area and which take place on or in public places within the area, furnishing of music in any public place in the area, promotion of tourism within the area and activities which benefit businesses located and operating in the area. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities within the Area.

SECTION 5. The TMAB's Annual Report for Fiscal Year 2026/27 is on file in the City Clerk's Office and contains a description of the improvements and activities to be provided, the boundaries of the Area, and the proposed assessments to be levied upon the businesses within the Area for the Fiscal Year 2026/27.

SECTION 6. The City Council conducted a public hearing on May 26, 2026, at or around 6:30 p.m., at the City Hall Council Chambers, to consider said assessments to be levied. During the public hearing, the City Council allowed public testimony regarding the proposed assessments of businesses within the Area for the proposed work plan for Fiscal Year 2026/27.

SECTION 7. At this public hearing, the City Council heard and considered all protests against the establishment of the assessment or the furnishing of specified types of improvements or activities within the Area. The protests against the assessments were made orally or in writing by any interested person. All written protests were filed with the City Clerk.

A written protest may be withdrawn from the record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceeding shall be in writing and clearly state the irregularity or defect to which objection is made.

[Remainder of page left blank intentionally.]

SECTION 8. The City Council does hereby order the levy and collection of the assessment for Fiscal Year 2026/27 The method and basis of levying the annual assessment for each business in the Area for the Fiscal Year 2026/27 is set forth in Exhibit "B" attached hereto and made a part hereof.

SECTION 9. The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and **ADOPTED** this **26th** day of **May 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

PARKING AND BUSINESS IMPROVEMENT AREA
ANNUAL REPORT FOR FISCAL YEAR 2026/27

This annual report includes the proposed assessment levy and program budget for the fiscal year 2026/27.

Tweedy Mile Advisory Board

Per the Parking and Business Improvement Area Law of 1989 and the South Gate Municipal Code, Chapter 2.64, the City Council shall appoint a Tweedy Mile Advisory Board in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

Purpose of Annual Report

The Tweedy Mile Advisory Board shall prepare an annual report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The report may propose changes, including but not limited to, the boundaries of the parking and business improvement area and the basis and method of levying the assessments.

Boundaries and Assessments

There are no proposed changes to the Parking and Business Improvement Area ("Area") boundaries or the assessment methodology. The Area boundary map and assessment methodology are included as Exhibits A and B.

Method and Basis of Levying the Assessment

All businesses within the Area are subject to the assessment. The levy of the business license tax imposed upon the businesses within said Area, is hereby fixed, levied, determined, and established per the City's assessment methodology included with this report as Exhibit B.

Payment of Tax

The additional rate or levy of the license tax levied is due and payable at the same time and in the same manner that the business license tax is imposed by the South Gate Municipal Code Chapter 2.08 (Business License Tax).

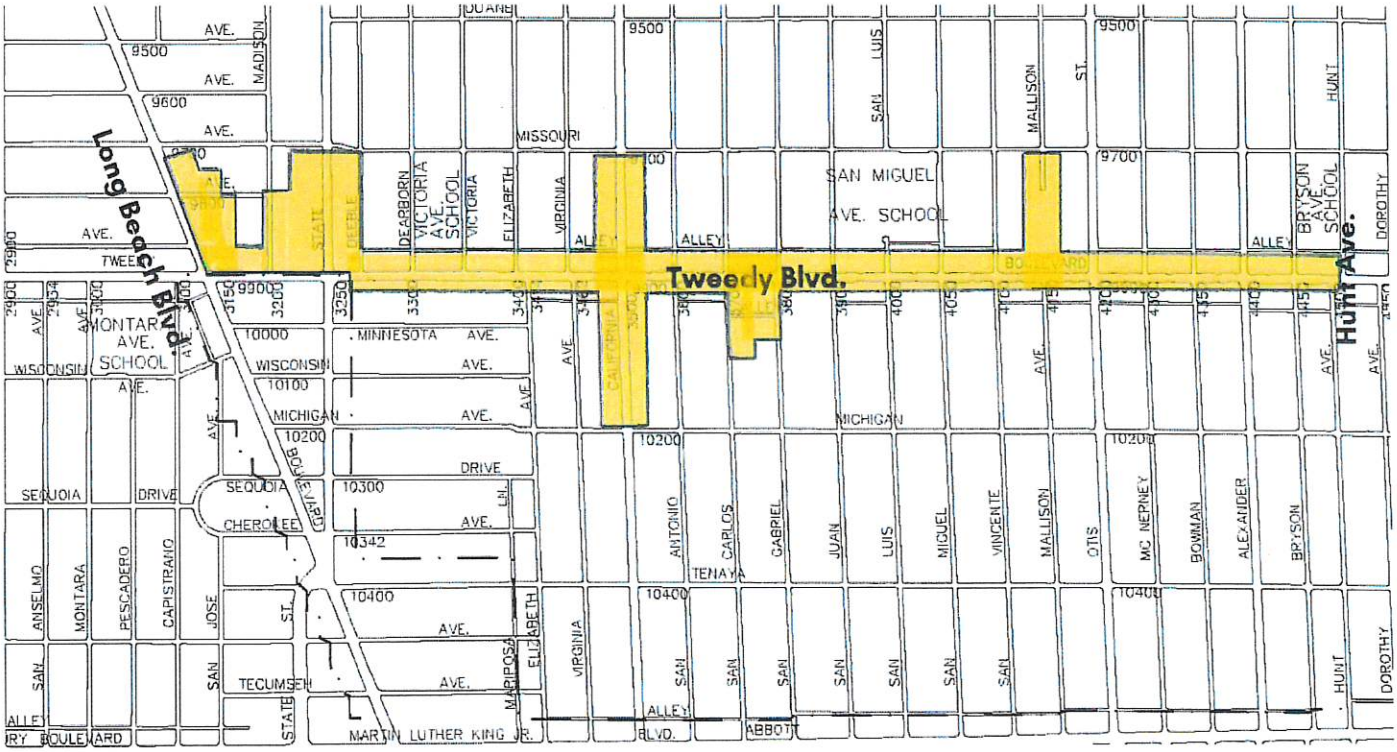
Budget

The proposed budget for Fiscal Year 2026/27 is included in the Annual Report. Funding is anticipated to be used for the installation, removal, and storage of seasonal decorations along Tweedy Blvd., subject to further Board evaluation and approval. Approximately $48,510 is expected to support these decoration-related costs. The Board will review and approve specific funding requests in the next Fiscal Year.

Exhibit A– Parking and Business Improvement Area Map
Exhibit B – Parking and Business Improvement Area Business License Fees
Exhibit C– Parking and Business Improvement Area Budget for FY 2026/27

PARKING AND BUSINESS IMPROVEMENT AREA MAP

Below is a map delineating the boundaries of the Parking and Business Improvement Area and the list of addresses located within the Area.



Addresses located in the Business Improvement Area:

California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 -10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900
Tweedy Blvd.	3150 - 4499

CITY OF SOUTH GATE
PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE FEES
FISCAL YEAR 2026/27

Street Name	Address Range
Tweedy Blvd.	3150 - 4499
California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 - 10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900

Businesses located in the Parking and Business Improvement Area are subject to the provisions of Chapter 2.64 of the South Gate Municipal Code, "Parking and Business Improvement Area" which established a Business Improvement Area Fee based on the businesses' annual gross receipts.

The Business Improvement Area Fees are collected by the City and are deposited into the "Parking and Business Improvement Account" and can be used for the following purposes only:

1. Decoration of any public place in the area.
2. Promotion of public events which are to take place on or in public places in the area.
3. The general promotion of retail trade activities in the area.

The Business Improvement Area Fee is an additional fee to the regular City license tax shown on the enclosed renewal. The business owner shall calculate the Business Improvement Area Fee according to the schedule below and add it to total tax calculated on the Business License Renewal Form.

Schedule of Business Improvement Area Fees

Annual Gross Receipts Total:	The Fee Shall Be:
If less than $10,000	$15
If $10,000 or more, but less than $25,000	$20
If $25,000 or more, but less than $50,000	$25
If $50,000 or more, but less than $75,000	$36
If $75,000 or more, but less than $100,000	$48
If $100,000 or more, but less than $200,000	$60
If $200,000 or more, but less than $300,000	$72
If $300,000 or more, but less than $400,000	$84
If $400,000 or more, but less than $500,000	$96
If $500,000 or more, but less than $600,000	$110
If $600,000 or more, but less than $700,000	$124
If $700,000 or more, but less than $800,000	$138
If $800,000 or more, but less than $900,000	$152
If $900,000 or more, but less than $1,000,000	$166
If $1,000,000 or more, but less than $1,100,000	$180
If $1,100,000 or more, but less than $1,200,000	$194
If $1,200,000 or more, but less than $1,300,000	$208
If $1,300,000 or more, but less than $1,400,000	$222
If $1,400,000 or more, but less than $1,500,000	$236
If such gross receipts exceed the sum of $1,500,000, the Fee shall be the sum of $236.00 as specified above, plus the sum of 25 cents for each $1,000 or major fraction thereof in excess of said $1,500,000.	Total Not to Exceed $400

Parking and Business Improvement Area Budget
FY 2026/27

Exhibit C

BID Fund Balance Summary - July 1, 2026	$28,510.00
FY 2025/26 Estimated Assessment Revenue	$20,000.00
Total Estimated BID Funds Available for Use in FY 2026/27	**$48,510.00**
Proposed Budget Items	**Amounts**
Decoration of Any Public Place in the Area	
General Promotion of Retail Trade Activities in the Area	$48,510.00
Estimated Ending BID Fund Balance - June 30, 2027	**$0.00**

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Office of the
South Gate City Clerk

MAY 04 2026

FILED

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of continuing the levy and assessment of business owners within the Parking and Business Improvement Area, also known as the Tweedy Mile Business District, for the Fiscal Year 2026/27. In response to this report and recommendation, as permitted under the California Streets and Highways Code, the City Council adopted a Resolution on April 28, 2026, declaring the City's intentions to levy and collect the assessments, known as a business license fee, for the Fiscal Year 2026/27, as recommended by the Tweedy Mile Advisory Board.

NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing in connection with the proposed assessment:

DATE:	TUESDAY, May 26, 2026
TIME:	6:30 P.M.
LOCATION:	In-Person at City Hall-8650 California Ave. South Gate CA 90280

The Public Hearing has been scheduled for the City Council to hear oral and written testimony from interested parties. At the end of the Public Hearing, the City Council shall determine whether sufficient protests equaling 50 percent or more of the assessments proposed have been received. If sufficient protests are received, the assessments shall not be approved.

Each written protest shall contain the business address and name of person. Written protests against the proposed assessment shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or at yglaze@sogate.org, **no later than 5:00 p.m., on May 26, 2026.**

Should you have any questions, please contact Leticia Cueto Aguilar, Community Engagement Management Analyst by phone at (323) 563-9509 or by email at lcueto@sogate.org.

ESPAÑOL
Para información en Español acerca de esta junta, por favor de comunicarse al (323) 563-9509.

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this May 07, 2026.

Yodit Glaze, City Clerk

Publication date: May 07, 2026

SOUTH GATE PRESS

1007 N SEPULVEDA BLVD STE 1357, MANHATTAN BEACH, CA 90266
Telephone (323) 556-5720 / Fax (213) 834-0584

This space for filing stamp only
Office of the
South Gate City Clerk

MAY 11 2026

FILED

Yodit Glaze, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

WWA#: 4040219

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
Levy and Assessment of the Tweedy Mile Business District for the Fiscal Year 2026/27

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/07/2026

Executed on: 05/07/2026
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

A0000073942111

Email

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVENthat the City Council of South Gate, California will conduct a public hearing for the purpose of continuing the levy and assessment of business owners within the Parking and Business Improvement Area, also known as the Tweedy Mile Business District, for the Fiscal Year 2026/27. In response to this report and recommendation, as permitted under the California Streets and Highways Code, the City Council adopted a Resolution on April 28, 2026, declaring the City's intentions to levy and collect the assessments, known as a business license fee, for the Fiscal Year 2026/27, as recommended by the Tweedy Mile Advisory Board.

NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing in connection with the proposed assessment:

DATE: TUESDAY, May 26, 2026
TIME: 5:30 P.M.
LOCATION: In-Person at City Hall-8650 California Ave. South Gate CA 90280

The Public Hearing has been scheduled for the City Council to hear oral and written testimony from interested parties. At the end of the Public Hearing, the City Council shall determine whether sufficient protests equaling 50 percent or more of the assessments proposed have been received. If sufficient protests are received, the assessments shall not be approved.

Each written protest shall contain the business address and name of person. Written protests against the proposed assessment shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or at yglaze@sogate.org, no later than **5:00 p.m., on May 26, 2026.**

Should you have any questions, please contact Leticia Cueto Aguilar, Community Engagement Management Analyst by phone at (323) 563-9509 or by email at lcueto@sogate.org.

ESPANOL
Para Información en Español acerca de esta junta, por favor de comunicarse al (323) 563-9509.

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this May 07, 2026.
/s/Yodit Glaze, City Clerk
5/7/26
WWA-4040219#
SOUTH GATE PRESS

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Office of the City Manager
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9501 F: (323) 569-2678
www.cityofsouthgate.org

May 05, 2026

RE: City's Intention to Levy and Collect Assessments for Fiscal Year 2026-2027 for the Tweedy Business Improvement Area, also known as the Tweedy Mile

Dear Business Owner:

Notice is hereby given that the City of South Gate will conduct a public hearing for the purpose of continuing the levy of a business license fee, within the Parking and Business Improvement Area, also known as the Tweedy Mile, for the Fiscal Year 2026/27. In response to this recommendation, as permitted under the California Streets and Highways Code Section 36500, the City Council adopted a Resolution on April 28, 2026, declaring the City's intentions to levy and collect the assessments/business license fee.

Enclosed with this letter is a copy of the proposed Annual Report.

NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing in connection with the proposed Annual Report:

DATE:	Tuesday, May 26, 2026
TIME:	6:30 P.M.
LOCATION:	City Hall Council Chambers 8650 California Ave, South Gate, CA 90280

The Public Hearing has been scheduled for the City Council to hear oral and written testimony from the business owners on Tweedy Mile. Each written protest shall contain the business address and name of business owner. Written protests against the proposed assessment shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or emailed to yglaze@sogate.org , **no later than 5:00 p.m., on May 26, 2026.**

Should you have any questions, please contact Leticia Cueto Aguilar, Community Engagement Management Analyst by phone at (323) 563-9509 or by email at lcueto@sogate.org .

Sincerely,

Leticia Cueto Aguilar,
Community Engagement Management Analyst

Enclosure: Proposed Annual Report

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FREQUENTLY ASKED QUESTIONS

WHAT IS A BID?

BID is an acronym for "Business Improvement District" and it is an additional tax fee on property within a defined geographic boundary in which the revenues raised from this additional tax fee are spent only within the same area.

IS THIS A NEW TAX?

No, the City Council adopted the BID on November 2, 1970. This additional tax fee has been renewed every year since and the fee amounts have remained the same.

WHEN IS THE ADDITIONAL TAX FEE DUE?

The additional tax fee is due and payable at the same time as the business license renewal.

HOW ARE THE ADDITIONAL TAX FEES CALCULATED?

The additional tax fees are determined by the annual gross receipts and range between $15-$400. See enclosed fee schedule.

HOW ARE THE ADDITIONAL TAX FEES COLLECTED USED?

The additional tax fees collected can be used for the following purposes only:

1.) Decoration of any public place in the area.
2.) Promotion of public events which are to take place in public places in the area.
3.) The general promotion of retail trade activities in the area.

WHO MANAGES THE BID?

The BID is managed by the Tweedy Mile Advisory Board. The Board is appointed by the City Council and serves in an advisory capacity by submitting request for their approval on expenditures of revenues collected from the additional tax.

WHEN DOES THE BOARD MEET?

The Tweedy Mile Advisory Board meets monthly on the first Monday of the month at 6:00 p.m at the City Hall Council Chambers. The meetings are open to the public and the agendas are posted on the city's website at www.cityofsouthgate.org

HOW DO I PROTEST?

A Public Hearing has been scheduled for the City Council to hear oral and written comments. A business owner can attend the public hearing and simply state verbally that they protest the levy of the additional tax fees. A written protest can also be submitted and must contain the business owner's name and business address. Written protests against the proposed additional tax fees shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or emailed to yglaze@sogate.org no later than 5:00 p.m., on May 26, 2026.

At the end of the Public Hearing, the City Council shall determine whether sufficient protests equaling 50 percent or more of the additional tax fees proposed have been received. If sufficient protests are received, the additional tax fees shall not be approved.

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Office of the City Manager
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9501 F: (323) 569-2678
www.cityofsouthgate.org

205 de Mayo 2026

RE: Intención de la Ciudad de continuar evaluaciones para el año fiscal 2026-2027 para el área de mejora comercial Tweedy, también conocida como Tweedy Mile

Estimado/a dueño/a de Negocio:

Por la presente se notifica que la Ciudad de South Gate llevará a cabo una audiencia pública con el propósito de continuar la tarifa de licencia comercial a los dueños de negocios dentro del Área de Mejoramiento Comercial, también conocida como Tweedy Mile, para el Año fiscal 2026/27. En respuesta a esta recomendación, según lo permitido por la Sección 36500 del Código de Calles y Carreteras de California, el Concejo Municipal adoptó una Resolución el 28 de Abril de 2026, declarando las intenciones de la Ciudad de continuar las tarifas de licencia comercial, para el Año fiscal 2026/27, según lo recomendado por la Junta Asesora de Tweedy Mile.

Adjunto a esta carta se encuentra una copia del Informe Anual propuesto.

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal llevará a cabo una audiencia pública en relación con el informe anual propuesto:

FECHA:	Martes 26 de Mayo de 2026
HORA:	6:30 P.M.
UBICACIÓN:	Cámaras del Concejo Municipal 8650 California Ave, South Gate, CA 90280

La Audiencia Pública ha sido programada para que el Concejo Municipal escuche el testimonio oral y escrito de los dueños de negocio. Cada protesta escrita deberá contener la dirección comercial y el nombre del dueño de negocio. Las protestas por escrito contra la evaluación propuesta se enviarán por correo o se entregarán a la oficina de la secretaria municipal, 8650 California Avenue, South Gate, California, 90280 o yglaze@sogate.org , **a más tardar a las 5:00 p.m., el 26 de Mayo de 2026.**

Si tiene alguna pregunta, comuníquese con Leticia Cueto Aguilar, por teléfono al (323) 563-9509 o por correo electrónico a lcueto@sogate.org .

Atentamente,

Leticia Cueto Aguilar
Community Engagement Management Analyst

Adjunto: Informe Anual Propuesto

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PREGUNTAS FRECUENTES

¿QUÉ ES UN BID?

Un BID es un acrónimo que significa "Distrito de Mejoramiento Comercial" y es una tarifa de impuesto adicional sobre la propiedad dentro de un límite geográfico definido y en el que los ingresos recaudados de esta tarifa de impuesto adicional se gastan únicamente dentro de la misma área.

¿ES ESTE UN NUEVO IMPUESTO?

No, el Concejo Municipal aprobó el Distrito de Mejoramiento Comercial (BID) el 2 de noviembre de 1970. Desde entonces, esta tarifa de impuesto adicional se ha renovado cada año y las tarifas se han mantenido igual.

¿CUÁNDO SE VENCE LA TARIFA DE IMPUESTO ADICIONAL?

La tarifa de impuesto adicional se vence y se puede pagar al mismo tiempo que la renovación de la licencia comercial.

¿CÓMO SE CALCULAN LAS TARIFAS DE IMPUESTO ADICIONAL?

Las tarifas de impuesto adicional se determinan por los ingresos brutos anuales y varían entre $15 y $400. Vea la lista de tarifas adjunta.

¿CÓMO SE UTILIZAN LAS TARIFAS DE IMPUESTO ADICIONAL RECAUDADAS?

Las tarifas de impuesto adicional recaudadas se pueden utilizar únicamente para los siguientes propósitos:

1.) Decoración de cualquier lugar público en el área.
2.) Promoción de eventos públicos que se llevarán a cabo en lugares públicos del área.
3.) La promoción general de las actividades comerciales en el área.

¿QUIÉN ADMINISTRA EL BID?

El Distrito de Mejoramiento Comercial (BID) es administrado por la Mesa Asesora de Tweedy Mile. La Mesa Asesora es nombrada por el Concejo Municipal y sirve en calidad de asesor presentando una solicitud para su aprobación sobre los gastos de los ingresos recaudados de las tarifas de impuesto adicional.

¿CUÁNDO SE REÚNE LA MESA ASESORA?

La Mesa Asesora de Tweedy Mile se reúne mensualmente el primer lunes del mes a las 6:00 p.m. Las reuniones están abiertas al público y las agendas se publican en el sitio web de la ciudad en www.cityofsouthgate.org

¿CÓMO PROTESTO?

Se ha programado una Audiencia Pública para que el Concejo Municipal escuche los comentarios orales y escritos. Al final de la Audiencia Pública, el Concejo Municipal determinará si se han recibido suficientes protestas equivalentes al 50 por ciento o más de las tarifas de impuesto adicional propuestas. Si se reciben suficientes protestas, las tarifas de impuesto adicional no se aprobarán.

Cada protesta por escrito deberá contener el nombre de la persona y la dirección comercial. Las protestas por escrito en contra de las tarifas de impuesto adicional propuestas deberán enviarse por correo o entregadas en persona a la oficina de la Secretaria Municipal, 8650 California Avenue, South Gate, California, 90280 o por correo electrónico a yglaze@sogate.org a más tardar las 5:00 p.m. del 26 de Mayo del 2026. El dueño de un negocio también puede asistir a la audiencia pública y simplemente declarar verbalmente que protesta por las tarifas de impuesto adicional.

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Office of the
South Gate City Clerk

MAY 21 2026

FILED
4:39pm

Item No. 3

City of South Gate

ROB HOUSTON
CITY MANAGER

Office of the City Manager
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9503 F: (323) 569-2678
www.cityofsouthgate.org

May 21, 2026

Honorable Mayor and City Council:

It is my honor to present the City of South Gate's Proposed Budget for Fiscal Year (FY) 2026-27. This budget is the City's financial plan and operating blueprint for the year ahead. It was prepared with two linked objectives: protecting the core municipal services residents depend on and moving the City toward long-term fiscal resilience in a difficult fiscal environment.

The FY 2026-27 Proposed Budget totals $228.3 million in appropriations across all funds, departments, and affiliated entities, including the South Gate Housing Authority and the Successor Agency to the Community Development Commission. The General Fund, which supports core services such as police, parks, public works, community development, and administrative operations, includes $72.2 million in expenditures against $68.2 million in projected revenues.

This budget is technically balanced, but it is not structurally balanced. Recurring expenditures continue to exceed recurring revenues. The remaining gap is closed through the one-time use of $2.25 million from the Budget Stabilization Reserve and a modest drawdown of unassigned General Fund balance. These tools are appropriate to manage a transition year, but they are not permanent solutions. To put it simply, the City needs to bring in substantial new revenue or make permanent cuts to City services to reduce the level of response the Community has enjoyed in the past.

Over the last two budget cycles, the City has taken substantial corrective action. Departments identified approximately $2.0 million in General Fund reductions in FY 2025-26 and an additional $7.3 million in FY 2026-27. These reductions, taken together, close most of the $11.3 million planning gap originally identified for FY 2026-27 and described to the City Council during the budget study sessions. The remaining gap is closed through the one-time use of reserves.

For several years, the City relied on more than $18 million in one-time American Rescue Plan Act (ARPA) funds to offset ongoing operating costs. Those federal funds helped maintain services during and after the pandemic, but they were temporary. With ARPA now largely expended, the City must rely on recurring local revenues, ongoing

expenditure controls, or both to support ongoing services. Restoring structural balance remains the City's central fiscal task over the next 24 months.

Budget Conditions and Fiscal Pressures

The FY 2024-25 Annual Comprehensive Financial Report (ACFR) provides important context. The City ended the year with positive fund balances and an increase in overall net position, which shows continued fiscal discipline and the City's ability to meet its financial obligations. At the same time, the ACFR makes clear that strong year-end financial statements do not, by themselves, mean the operating budget is structurally balanced. The structural issue is not whether the City can pay its bills today. The issue is whether recurring revenues are sufficient to support recurring services over time.

The City's operating pressure is driven by a combination of expired one-time funding, revenue softness, inflation, and mandated or market-driven cost growth. The most significant cost pressures since FY 2019-20 are:

- CalPERS Unfunded Accrued Liability (UAL) payments grew from approximately $6.0 million in FY 2019-20 to $11.1 million in FY 2026-27, an increase of about 85 percent.
- Health and ancillary benefit costs increased from approximately $5.0 million to $7.1 million over the same period.
- Workers' compensation and general liability premiums, excluding self-insured claims, now exceed $5.8 million, nearly tripling in six years due to broader public agency insurance market conditions.
- The General Fund continues to subsidize the Street Lighting and Landscaping District by approximately $1.07 million because current assessment revenues do not cover ongoing service costs.
- Inflation continues to affect labor, materials, utilities, technology, vehicles, maintenance, and contracted services.

In total, these factors have added roughly $11.5 million in annual recurring cost pressure since FY 2019-20, including the ongoing Street Lighting and Landscaping subsidy. For FY 2026-27 alone, the City is absorbing approximately $4.1 million in new or incremental pressure, including lower revenue projections of about $2.7 million, $0.6 million in additional UAL costs, $0.5 million in insurance growth, and $0.3 million in election costs.

The $7.3 million in proposed reductions for FY 2026-27, in addition to the $2.0 million reduced in FY 2025-26, are spread across every department and include both operational efficiencies and service-level reductions. The Citywide impact includes a net reduction of 32 full time authorized positions through targeted position eliminations. This includes 13 positions in the Police Department alone, as well as reductions in training, equipment, and contracted services. These measures will affect service delivery: residents should expect longer wait times at public counters, slower departmental response and processing times, reduced capacity in homelessness and public health response, and diminished financial flexibility to respond to unforeseen events.

General Fund Overview

The General Fund is the City's largest and most flexible fund. It supports Police, Parks and Recreation, Public Works, Community Development, Engineering, Code Enforcement, Facilities, and core administrative functions. Major General Fund department appropriations for FY 2026-27 include:

- Police: $41.9 million
- Parks and Recreation: $10.7 million
- Public Works (General Fund portion): $6.2 million
- Community Development (General Fund portion): $5.6 million

General Fund revenues were originally projected at $70.9 million, but updated estimates now total $68.2 million. This is approximately $2.7 million below earlier planning assumptions and about 1% below the FY 2025-26 year-end projection of $68.9 million. The primary drivers are softness in State Sales Tax, the local 1 percent transactions and use tax (Measure P), and user fee revenues. Revenue projections are based on trend analysis, professional judgment, and estimates from outside agencies and consultants, including HdL Companies for sales and property tax.

The Proposed Budget includes the use of $2.25 million from the Budget Stabilization Reserve and $2.83 million in General Fund transfers out. After all budgeted activities, the City projects:

- Year-end unassigned General Fund balance of $3.0 million.
- Budget Stabilization Reserve reduced from $3.77 million to $1.52 million.
- Emergency Reserve maintained at $13.0 million (consistent with adopted reserve policy).
- PERS/OPEB Reserve maintained at $1.73 million.

Transfers between funds are a routine and necessary budgeting tool. They direct restricted or prior-year resources to eligible uses in the budget year. At the same time, restricted funds cannot be used to solve unrestricted General Fund operating deficits unless the expense is legally eligible for that funding source. This is why the City may have significant activity in capital, grant, enterprise, or special revenue funds while still facing pressure in the General Fund.

Capital Improvement Program (CIP)

The FY 2026-27 Capital Improvement Program includes $19.7 million in new appropriations across 32 active projects. Most CIP funding comes from restricted special revenues, state and federal grants, and enterprise funds. These funds are important for infrastructure, but they are generally not available to support General Fund operating services.

The CIP advances several critical priorities, including:

- Street rehabilitation and complete-streets improvements funded by sources such as SB 1, Measure R, Measure M, Proposition A, Proposition C, and Gas Tax.

- Water system improvements, including AMR meter replacement, PFAS treatment, and water main replacement, with $15.5 million in proposed Water Fund appropriations.
- Facility upgrades, including ADA compliance, HVAC, City Hall reroofing, and SGPD emergency operations improvements.
- Sanitary sewer modeling and rehabilitation.
- Pedestrian and traffic safety improvements.

The direct General Fund contribution to the CIP is limited to $378,000. This approach allows the City to continue infrastructure investment while protecting scarce discretionary operating dollars for core services.

Master Fee Schedule and Cost Recovery

The Proposed Master Fee Schedule includes cost-recovery updates across departments, including many fee adjustments of approximately 7 percent, and selected actual-cost recovery provisions for outside consultant or staff costs that vary by project. This is an important fiscal management step because fees should be reviewed regularly and, where legally allowed, aligned with the cost of providing the service.

Fee updates alone will not close the structural General Fund gap. Many municipal services are not fee-supported, and fee revenue must comply with legal cost-recovery limits. Still, the proposed schedule helps reduce unnecessary General Fund subsidies for services that benefit specific users, improve fairness among taxpayers and fee payers, and support a broader cost-recovery study in the near future.

Service-Level Impacts

The reductions proposed for FY 2026-27 affect every department. The impacts are most visible in Police, Parks and Recreation, Public Works, Community Development, Administrative Services, and Human Resources because these departments provide most of the City's direct public-facing and operational support services.

Examples of service impacts include reduced sworn and civilian public safety capacity, elimination or reduction of several Police support programs, fewer records staff hours, longer investigations, elimination of the crossing guard program at the close of FY 2025-26, with the City coordinating with the Los Angeles Unified School District and local schools on transition options, the closure of our community pool and sports fields for the winter months, reduced administrative and finance processing capacity, less specialized risk management oversight, longer maintenance cycles, and reduced capacity to support capital project delivery and public counter activity. These impacts are real, and they reflect the service trade-off required when recurring revenues are insufficient to support existing service levels.

Fiscal Outlook and Structural Imbalance

The FY 2026-27 Proposed Budget reduces the structural deficit, but it does not eliminate it. Corrective action will still be needed in the next budget cycle. The City's options remain the same: sustainable new revenue, further ongoing expenditure reductions, or a combination of both.

Absent additional corrective measures, the City projects a recurring General Fund shortfall in the range of $4 million to $5 million in FY 2027-28 before any revenue modernization or program restoration is considered. Two factors will shape that forecast:

- The City's 2005 Police Pension Obligation Bond is scheduled to be paid off in FY 2027-28, eliminating approximately $2.0 million in annual debt service.
- Continued growth in CalPERS UAL payments, insurance premiums, labor, maintenance, and other operating costs will offset a substantial portion of that relief unless paired with revenue or expenditure action.

The principal recurring drivers of cost growth remain:

- Growing CalPERS UAL amortization obligations
- Health and liability insurance premium growth
- Increasing excess liability coverage costs
- Continuing General Fund subsidy to the Street Lighting & Landscaping District
- Deferred maintenance and unfunded capital requirements across the City's aging infrastructure and assets

The core fiscal issue is alignment. The City must align recurring revenues with recurring obligations while preserving reserves, protecting essential services, and continuing to invest in infrastructure. Structural balance is achievable, but it will require sustained discipline and clear policy direction.

Strategic Initiatives Underway

To address the structural imbalance and the service-level pressures it creates, the City is advancing several initiatives:

- Master Fee Schedule and Cost Allocation Study: Update fees and cost allocation methods so legally recoverable services are charged appropriately and transparently.
- Revenue Modernization: Prepare a potential November 2026 Utility Users Tax (UUT) measure on the ballot for voter consideration.
- Economic Development: Focus on attracting tax-generating businesses, supporting existing local businesses, and revitalizing underutilized commercial corridors.
- Internal Controls and Administrative Modernization: Continue strengthening procurement, contract governance, banking, investment management, technology systems, and financial reporting practices.

Together, these initiatives provide the framework for restoring structural balance and rebuilding fiscal capacity over the next several years.

Acknowledgments

This budget reflects the work of every City department during a challenging fiscal period. I want to thank the Administrative Services Department for its disciplined analysis, technical work, and stewardship under significant time pressure. I also want to thank each department director and their teams for the difficult work of identifying reductions while continuing to serve the community.

I also thank our employees citywide. The fiscal conditions described in this message are not abstract. They affect staffing, workload, morale, and service delivery. Our employees continue to provide high-quality service to residents, businesses, and visitors despite those pressures.

Finally, I extend my gratitude to the Mayor and City Council for your engagement, policy direction, and commitment to the South Gate community. The decisions ahead are difficult, but the City is taking them on directly, transparently, and with a focus on long-term sustainability.

Respectfully submitted,

Rob Houston
City Manager

Luis Frausto
Director of Administrative Services

FY 2026-27 PROPOSED BUDGET DOCUMENTS MAY BE DOWNLOADED FROM:

https://www.cityofsouthgate.org/Government/Departments/Administrative-Services/Finance/Budgets-Financial-Transparency

Office of the
South Gate City Clerk

MAY 21 2026

FILED

9:32am

Item No. 4

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Parks & Recreation**

Department Head: Tina De La Rosa
Tina De La Rosa

City Manager: Rob Houston
Rob Houston

SUBJECT: RENAMING OF CESAR CHAVEZ PARK.

RECOMMENDED ACTIONS:

a. Rename the park currently known as Cesar Chavez Park; and
b. Consider the names recommended by Standford Elementary and Willow Elementary.
c. Authorize the Director of Parks & Recreation to replace park identification signs and park benches to reflect the approved name.

FISCAL IMPACT: Funds will be required for the replacement of two (2) park identification signs and three (3) park benches to reflect the approved name change. The estimated cost for the purchase and installation of the park benches and identification signs is approximately $10,000.

REPORT SUMMARY: The City Council directed staff to work with Stanford Elementary and Willow Elementary to conduct a student park naming contest for the Cesar Chavez Park. As part of this process, each school was asked to submit three (3) proposed park names for City Council consideration. The proposed names were encouraged to reflect a meaningful connection to the City of South Gate community, local history, or geographic features or landmarks.

Following completion of the student naming process, Stanford Elementary respectfully submitted the following recommended names: Azalea City Park, Del Rancho Park, and Henry C. Gonzalez Park. Willow Elementary respectfully submitted the following recommended names: Parque Libertad y Alegria, Wild Roses Park, and Tongva Park.

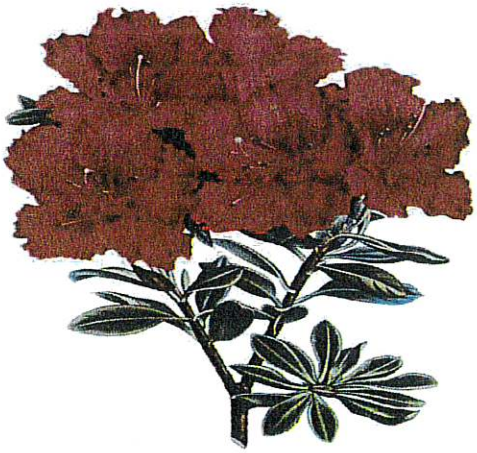
The submitted names are hereby presented for City Council review and consideration.

ATTACHMENTS: A. Original Student Submission Forms

Stanford Avenue Elementary
Jesus, Jason

Proposed Park Name
Azalea City Park

My partner and I are proposing to rename Cesar Chavez Park to Azalea City Park. We chose this park name because the name Azalea City Park resembles the history of the city officially adopting the Azalea flower as its symbol. Therefore causing Azalea City to be the nickname of South Gate. Also this park name does not exist in a different part of South Gate.



Stanford Avenue Elementary
Alany, Jatziry, Heissell

Proposed Park Name

Del Rancho Park

We are proposing to rename Cesar Chavez Park to Del Rancho Park. South Gate used to be a farm that grew crops like apples, cauliflower, and beans. Instead of naming the park Farm Park, we would name it Del Rancho Park to reflect the history of the city.



Stanford Avenue Elementary
Brad, Emmanuel, Gael

Proposed Park Name

Henry C. Gonzalez Park

We are proposing to rename Cesar Chavez Park to Henry C. Gonzalez Park. Henry C. Gonzalez was the first Latino elected to the City Council of South Gate. He was also elected as the Mayor of South Gate. He worked against municipal corruption. He refused to leave his post despite being shot and facing personal danger. This clearly shows that he never left us even if he was injured. We should name the park Henry C. Gonzalez park because he protected us and we would be honoring him.



5

May 18, 2026

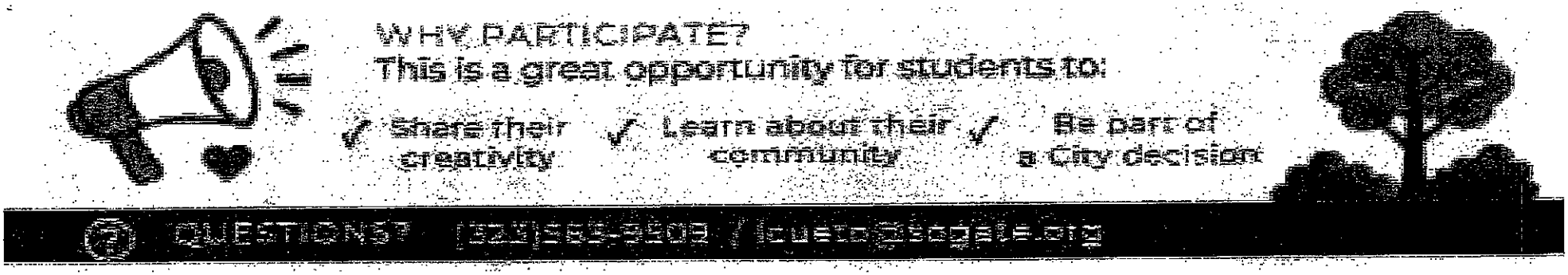
Dear South Gate Official;

Hi my name is Mia Romero I'm 10 years old and im in fourth grade. I attend Willow Elementary in South Gate. I think that our community park should be named Parque Libertad y Alegria. Alegria in English means happiness, and I put alegria in the name because in every park there is happiness and it's a place where kids and adults have fun. Libertad in English means liberty, I put the word liberty in the name because it means justice and freedom. Kids in my community should feel free to play freely and have time to be a kid.

Sincerely,
Mia Romero

L





Name: Jessica Velasco

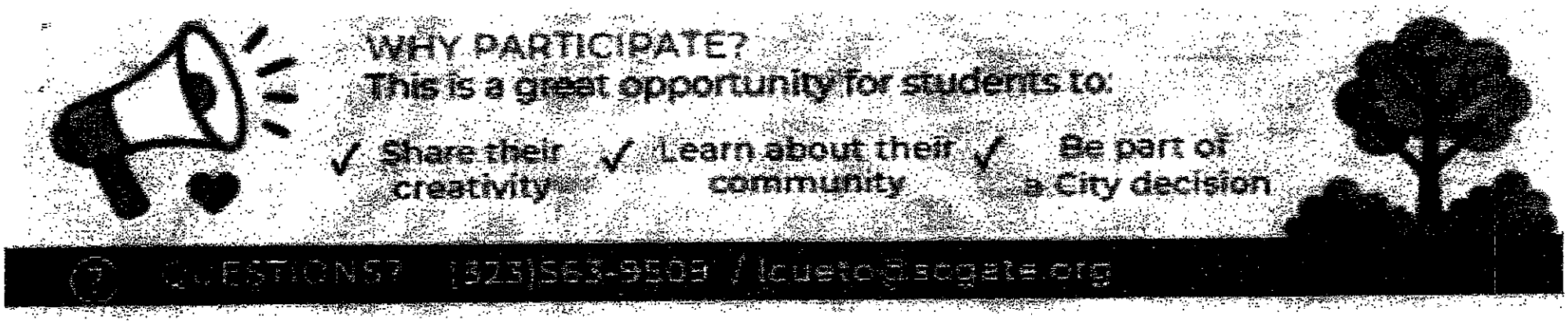
Dear Members of the South Gate City Council,

I would like to propose the rename of Cesar Chavez Park on Southern to "Wild Roses Park". The main reason why I would like to rename this park Wild Roses is because of their deep history and connection to South Gate.These roses in the 1700's were everywhere in Los Angeles.Especially the city we now know as South Gate.The *rosa californica* (wild roses) aren't just flowers that grew here. This flower truly represents not only the community but the the history,and perseverance of the citizens of South Gate. These flowers' roots go deep just like the people that live here. And if these Wild Roses aren't already planted everywhere at this part, we should definitely consider it as a next step for this park. These are the reasons why I think that the Cesar Chavez Park should be renamed to Wild Roses Park. Thank you for your time and services to the city.

Respectfully,
Jessica Velasco


TONGVA
Tongva





Aaron Contreras

Park Name: Tongva Park

Dear Council of South Gate,

I would like to share with you my idea for the new name for Cesar Chavez Park. I would love to name this park the **Tongva Park**, so you see i chose this name because i would love to honor the Tongva tribe. After some research I found out that a long time ago A tribe named the Tongva tribe populated LA and also the city we know as South Gate. They were the first people of South Gate, the people before us all here at South Gate. Again I would like to honor them for being the first people of our city. Thank you for listening to my reasoning and your service here at the city of South Gate.

Sincerely,

Aaron Contreras from Willow Elementary

Office of the
South Gate City Clerk

MAY 21 2026

FILED

11:43am

Item No. 5

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

Department Head: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

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

PURPOSE: The City regulates utility companies with facilities located within the public right-of-way through franchise agreements. On March 24, 2026, the City Council adopted Resolution No. 2026-13-CC declaring its intention to grant a franchise to Torrance Pipeline Company, LLC (TPC) for the continued operation of its existing oil transmission pipeline within the City's public right-of-way. Ordinance No. _____ was introduced during the City Council Meeting of May 12, 2026. Adoption of Ordinance No. ____ is the last action needed for the City Council to renew the Franchise Agreement.

RECOMMENDED ACTIONS: Waive the reading in full and adopt Ordinance No._____ 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.

FISCAL IMPACT: There is no impact to the General Fund. If the City Council adopts the Ordinance granting the franchise, Torrance Pipeline Company, LLC (TPC) will pay the City a one-time granting fee and ongoing annual franchise fees. Staff recommend a five-year flat fee structure based on the cumulative Consumer Price Index for All Urban Consumers (CPI-U) over the prior five years, with adjustments every five years. Beginning in Year 6, the annual fee will be recalculated using the cumulative CPI-U from Years 1 to 5 and then remain fixed through Year 10.

	Annual Fees	Granting Fee	Total
Year 1	$38,766	$13,849	$52,615
Year 2 to 5	$155,062	$0	$155,062
***Year 6 to 10**	$203,520	$0	$203,520
Total	$397,348	**$13,849**	**$411,197**

*For the purposes of this report, the CPI increase is estimated at 5%; however, the actual CPI will be applied.

The granting fee is consistent with South Gate Municipal Code Title 13, Division 1, Chapter 13.10, Section 13.10.010 (Rates – General). The annual franchise fee is established in compliance with California Public Utilities Code Section 6231.5(e)(2) for non–publicly owned

utility pipelines. This statute authorizes an annual franchise fee either (Alt No. 1) in an amount agreed upon by the applicant and the municipality, or (Alt No. 2) in an amount calculated using the statutory diameter-and-length formula. Considering CPI-U inflation and the City's ongoing administrative and public right-of-way oversight responsibilities associated with the pipeline, the proposed fees were selected under Alt No. 1.

NOTICING PROCEDURE: A Notice of Public Hearing was duly published in The Press, a newspaper of general circulation, on April 23, 2026.

ANALYSIS: On October 25, 2022, the City Council adopted Ordinance No. 2022-09-CC granting Torrance Pipeline Company, LLC (TPC) a Franchise Agreement to maintain and operate Pipeline No. M-145. The pipeline consists of approximately 1.7 miles (8,960 feet) of active 12-inch-diameter pipe and is the only active TPC-owned line within the City. Ordinance No. 2022-09-CC expires on September 13, 2026. The proposed Franchise Agreement would renew the authorization for a 10-year term beginning September 13, 2026, through September 13, 2036.

The proposed Franchise Agreement is substantially the same as the current agreement, except for the effective period, term, and fees. Key provisions include:

- A 10-year term from September 13, 2026 to September 13, 2036.
- Terms and conditions consistent with California Public Utilities Code Section 6201 and the Ordinance.
- Pipeline maintenance in compliance with all applicable city, county, state, and federal laws, regulations, and requirements.
- Liability insurance, bonding, and indemnification requirements.
- Franchise payments and operating requirements governing TPC's use of the public right-of-way.
- A comprehensive emergency response plan meeting federal and state requirements, including 24-hour notification and emergency response services (traffic control, excavation, repair, and necessary supplies/services) within two (2) hours of notice, and restoration of public streets, alleys, or parkways within seventy-two (72) hours.

The Pipeline is located within 500 feet of the East Los Angeles Community College expansion project, Southeast High School, and Simon Rodia Continuation School. The Franchise Agreement requires TPC to operate the Pipeline in accordance with Government Code Section 51010, under which the California State Fire Marshal has exclusive safety regulatory and enforcement authority over hazardous liquid pipelines. The State Fire Marshal may implement the federal Hazardous Liquid Pipeline Safety Act (49 U.S.C. Sec. 2001 et seq.) and related federal pipeline safety regulations as needed to maintain annual federal certification.

Accordingly, the Pipeline must be used, operated, repaired, and modified in compliance with safety regulations established by the California State Fire Marshal and, as applicable, the fire authority having jurisdiction, consistent with Chapter 13.14 (Special Provisions for Oil

Pipelines), Division 1 (Oil, Gas and Water Pipelines), Title 13 (Franchises) of the South Gate Municipal Code. The State Fire Marshal is also required to conduct annual inspections of the Pipeline to verify compliance, and TPC must submit certified test results pursuant to the Pipeline Safety Act of 1981.

BACKGROUND: On April 14, 2026, the City Council adopted Resolution No. 2026-13-CC declaring the City's intention to grant a franchise to Torrance Pipeline Company, LLC, a Delaware limited liability company, for the continued operation of an existing oil transmission pipeline within the City. Introduction of the proposed Ordinance is the second of three required City Council actions necessary to grant the Franchise Agreement.

Pipeline No. M-145 transports refined oil products from the Torrance Refinery to the Vernon Terminal through the City of South Gate. Within the City, the pipeline is located beneath Santa Fe Avenue from Independence Avenue to Southern Avenue, Southern Avenue from Santa Fe Avenue to Alameda Street, and Alameda Street from Southern Avenue to Seminole Avenue, forming one continuous pipeline alignment.

The proposed schedule for issuance of the Franchise Agreement is as follows:

1. April 14, 2026 – The City Council adopted Resolution No. 2026-13-CC declaring the City's intention to grant a franchise agreement to TPC.
2. May 12, 2026 – The City Council conducted the required public hearing and introduced Ordinance No._____ granting the franchise to TPC.
3. May 26, 2026 – The City Council will consider adopting the Ordinance granting the franchise to TPC.

TPC is requesting renewal of the franchise for Pipeline No. M-145 (Ordinance No. 2329). Approval is recommended for the following reasons:

- Granting the franchise provides the City with enforceable rights and requires TPC to perform specific obligations for the benefit of the City under Article 4 (Public Utilities Code Sections 6291 through 6302) of the Franchise Act of 1937, including:
    - The City's right to terminate the franchise and/or pursue legal remedies if TPC fails to perform its obligations.
    - Compliance with City ordinances and policies governing the location, use, and maintenance of the pipeline and appurtenances.
    - Compensation to the City for repairs to public property made necessary by TPC's operations.
    - Indemnification and defense of the City against claims and damages arising from TPC's operations.
    - Removal and relocation of the pipeline, at TPC's expense, when required due to changes in grade, alignment, or width of public streets.
    - Notice to the City of any sale, transfer, assignment, or lease of the franchise or rights granted under it.

- Posting of financial security (e.g., corporate surety bond or equivalent) available to the City as liquidated damages if TPC fails to meet franchise requirements.

- The Franchise Agreement requires TPC to submit annual reports confirming that operation and maintenance of the pipeline comply with applicable federal and state law. In a letter dated February 10, 2026, the Department of Forestry and Fire Protection, Office of the State Fire Marshal (OSFM), Pipeline Safety Division confirmed that TPC has maintained and operated Pipeline No. M-145 (OSFM PLID #0205) in compliance with applicable laws and regulations. The letter notes that OSFM identified company-level program deficiencies in July 2023 related to written procedures under 49 C.F.R. §195.452 and integrity management requirements, and that amended procedures were reviewed by OSFM. Importantly, no violations were identified for PLID #0205 at the time of inspection, and OSFM records indicate the M-145 line was last internally inspected on August 20, 2024.

- If approved, the franchise will provide a one-time granting fee and ongoing annual fees to the City.

Compliance with CEQA: Pipeline No. M-145 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities). This exemption applies because the proposed action involves continued operation of an existing pipeline franchise with negligible or no expansion of the existing use.

ATTACHMENTS:
A. Proposed Ordinance
B. Notice of Public Hearing
C. State Fire Marshal Inspection Letter
D. Location Map

KT:ky

ORDINANCE NO.____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING TO TORRANCE PIPELINE COMPANY A FRANCHISE, WITH A TERM EXPIRING TEN (10) YEARS AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, TO USE, MAINTAIN, REPAIR AND REPLACE, RELOCATE OR REMOVE A SINGLE PIPELINE AND APPURTENANCES BENEATH SPECIFIED PUBLIC STREETS, TOGETHER WITH RELATED APPURTENANCES, FOR TRANSMITTING AND DISTRIBUTING OIL AND OIL PRODUCTS

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

WHEREAS, on October 25, 2022, the South Gate City Council adopted Ordinance No. 2022-09-CC, granting Torrance Pipeline Company LLC, a Delaware limited liability company ("**Grantee**"), a franchise to operate the pipeline identified in Section 1.E of this Ordinance ("**Pipeline**"); and

WHEREAS, that franchise expires on September 13, 2026; and

WHEREAS, the City and Grantee have now agreed upon the terms of a renewal of that franchise, which are set forth in this Ordinance; and

WHEREAS, on April 14, 2026, the South Gate City Council approved the scheduling of a Public Hearing for May 12, 2026; and adopted a Resolution declaring the City's intent to grant a ten-year franchise to Grantee that stipulates provisions for the use, maintenance, repair, replacement, relocation, or removal of a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products.

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

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

A) The word **"City"** shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

B) The "**Effective Date**" is the date on which this Ordinance becomes effective, as set forth in Section 13 below.

C) The word **"Franchise"** shall mean the rights and privileges granted by the City to Grantee in Section 2 below.

D) The word **"Grantee"** shall mean Torrance Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.

E) The word "**Pipeline**" shall mean that certain 8,960 foot long, 12-inch diameter pipeline (located beneath Santa Fe Avenue from Independence Avenue to Southern Avenue, beneath Southern Avenue from Santa Fe Avenue to Alameda Street, and beneath Alameda Street from Southern Avenue to Seminole Avenue) commonly referred to by Grantee as Pipeline No. M-145, and which shall be used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, and similar liquid substances.

F) The phrase **"Pipeline and Appurtenances"** shall mean the Pipeline and any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire, where located under, along, across or upon Santa Fe Avenue, Southern Avenue and Alameda Street in the vicinity of the Pipeline.

G) The phrase **"Pipeline Franchise Ordinance"** shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

H) The phrase **"Street"** shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the ability to grant a franchise.

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

SECTION 3: Term. The Franchise shall be for a term commencing on September 14, 2026, and expiring on the tenth (10th) anniversary of the Effective Date, unless terminated earlier by the City pursuant to Section 11 below.

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

A) Grantee shall pay the City a one-time franchise granting fee of Thirteen Thousand Eight Hundred Forty-Nine Dollars ($13,849) pursuant to Section 13.10.010 of the South Gate Municipal Code.

B) The Grantee shall pay the City an annual franchise fee of Four Dollars and Thirty-Three Cents ($4.33) per linear foot of the Pipeline, which equates to a total annual franchise fee of Thirty-Eight Thousand Seven Hundred Sixty-Five Dollars ($38,765). The annual franchise fee shall remain fixed during the initial five years of the term of the Franchise. Upon the sixth (6th) year of the term of the Franchise, the City shall adjust the annual franchise fee by applying the cumulative percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) CPI-U (Los Angeles-Long Beach-Anaheim Area) over the immediately preceding five-year period, and the adjusted annual franchise fee shall remain fixed for the remaining term of the Franchise.

C) On or before the Effective Date, the Grantee shall pay the City an amount equal to the sum of: (i) the franchise granting fee; and (ii) the annual franchise fee for the one-year period commencing on the Effective Date.

D) Thereafter, on each anniversary of the Effective Date for the duration of the term of the Franchise, Grantee shall pay the annual franchise fee to the City.

E) Pursuant to Section 13.10.060 of the South Gate Municipal Code, Grantee shall pay a late fee equal to ten percent (10%) of any payment due hereunder, where such payment remains unpaid beyond thirty (30) days after the date on which such payment is due.

F) Any neglect, omission or refusal by the Grantee to make any such payment as and when due shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expired as provided for in Section 11 below.

G) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

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

A) Provide satisfactory evidence to the City that Grantee has obtained policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California, as required by Section 13.08.050 of the South Gate Municipal Code.

B) File with the South Gate City Clerk, as required by Section 13.08.050 of the South Gate Municipal Code, either (i) certified copies of the policies or (ii) a certificate of insurance

for each of the required policies executed by the company issuing the policy, certifying that the policy is in force.

C) File and thereafter at all times during the life of the Franchise keep on file with the South Gate City Clerk a corporate surety bond running to the City in the penal sum of ten thousand dollars ($10,000) which meets all the requirements of Section 13.08.060 of the South Gate Municipal Code.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond, as authorized by Section 13.08.070 of the South Gate Municipal Code.

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

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

A) Maintain the Pipeline and Appurtenances in accordance with and in conformity with all City, County, State and Federal ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipeline and Appurtenances;

B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portions of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

D) Remove or relocate, at the request of the City and without expense to the City, any or all of the Pipeline and Appurtenances if and when made necessary by any lawful change of grade, alignment or width of the affected Street;

E) Use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 of the South Gate Municipal Code;

F) Submit certified test results for the pipeline subject to the provision of the Pipeline Safety Act of 1981, California Government Code Section 51010, et seq. The testing shall be conducted as required by the California State Fire Marshal, and certified test results shall be requested by the City from the Fire Marshal. In the event the State Fire Marshal shall fail to provide such certified test results to the City, grantee shall provide such test results to the City upon request; and

G) If wishing to renew the Franchise, submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date of this Franchise.

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

A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in this Section 8, to be issued by the City Engineer upon application, therefore.

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

SECTION 9: Emergency Procedures.

A) Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. The initial draft of that emergency response plan shall be delivered to the City Engineer not later than the Effective Date. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The

emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in the Pipeline and Appurtenances, or any portion thereof, or by reason of any other cause attributable to or arising from the operation of the Pipeline and Appurtenances, the Grantee shall, at its sole cost and expense, immediately repair all damages and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses. Grantee shall pay such costs to City within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 10: Records.

A) Grantee acknowledges that the City's records may not be complete and that pipelines and appurtenant structures unrelated to the Pipeline, and previously unknown to City, are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or

employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.

B) Grantee shall keep and preserve within the County of Los Angeles for a period of ten (10) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, Grantee shall permit the City or its duly authorized representative to examine the Pipeline and Appurtenances and, with the exception of records or other materials containing confidential or proprietary information, to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipeline and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 11 Early Termination of Franchise.

A) If Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

B) If Grantee voluntarily surrenders, abandons, assigns, transfers, sells or leases the Franchise without the prior express written consent of the City (which consent shall not be unreasonably withheld), the City may terminate this Franchise.

C) The Franchise shall automatically terminate if another governmental entity acquires by eminent domain the Streets beneath which the Pipelines and Appurtenances are located.

D) In the event of noncompliance by Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

SECTION 12: Removal or Abandonment of Facilities.

A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of the Pipeline or Appurtenances, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be affected without detriment to the public interest and under what conditions such

proposed abandonment or removal may be affected. He or she shall then notify Grantee of his or her determinations.

B) Within thirty (30) days after receipt of such notice, Grantee shall apply for a permit from the Public Works Department to abandon or remove the Pipeline and Appurtenances (or portion thereof, as appropriate).

C) Grantee shall, within ninety (90) days after obtaining such permit, commence the work authorized by the permit, and shall thereafter diligently prosecute that work to completion.

SECTION 13: Effective Date. This Ordinance shall take effect and be in force on the date ("**Effective Date**") which is the latter of (a) thirty (30) days after its adoption, or (b) the date when Grantee files written acceptance of the Franchise with the South Gate City Clerk in accordance with Public Utilities Code Section 6235.

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

[Remainder of page left blank intentionally]

PASSED, APPROVED and **ADOPTED** this ___ day of _____ **2026.**

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: DRAFT _____
Raúl F. Salinas, City Attorney

SOUTH GATE PRESS

1007 N SEPULVEDA BLVD STE 1357, MANHATTAN BEACH, CA 90266
Telephone (323) 556-5720 / Fax (213) 634-0584

This space for filing stamp only

Office of the
South Gate City Clerk

APR 27 2026

FILED

Yodit Glaze, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

WWA#: 4036171

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
Torrance Pipeline Company, LLC

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

04/23/2026

Executed on: 04/23/2026
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

* A 0 0 0 0 0 7 3 8 0 3 8 6 *

Email

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

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

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

DATE: Tuesday, May 12, 2026
TIME: 6:30 p.m.
LOCATION:
Council Chambers
South Gate City Hall
8650 California Avenue
South Gate, CA 90280

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

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated April 23, 2026.

/s/Yodit Glaze, City Clerk
4/23/26
WWA-4036171#
SOUTH GATE PRESS

Office of the South Gate City Clerk

APR 21 2026

FILED

CITY OF SOUTH GATE

NOTICE OF PUBLIC HEARING

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DATE:	Tuesday, May 12, 2026
TIME:	6:30 p.m.
LOCATION:	Council Chambers South Gate City Hall 8650 California Avenue South Gate, CA 90280

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

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated April 23, 2026.

Yodit Blaze, City Clerk

Publication date: Thursday, April 23, 2026

Account Number: 100-701-31-6302

STATE OF CALIFORNIA—NATURAL RESOURCES AGENCY
Gavin Newsom, Governor

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

February 10, 2026

Kenneth Tang, P.E.
Senior Civil Engineer
City of South Gate
Department of Public Works
8650 California Avenue
South Gate, California 90280

SUBJECT: TORRANCE PIPELINE COMPANY, LLC – M-145 (OSFM PLID #0205)

Dear Kenneth Tang,

The Department of Forestry and Fire Protection (CAL FIRE) – Office of the State Fire Marshal (OSFM) confirms that Torrance Pipeline Company, LLC is in compliance with the Federal and State laws and regulations regarding the operations and maintenance of the below referenced pipeline in the City of South Gate.

Torrance Pipeline Company, LLC (TPLC) operates the M-145 line (OSFM PLID #0205) within the City of South Gate. The TPLC's M-145 line flows from Torrance meter station to Torrance Vernon Terminal with a connection to Kinder Morgan Watson Station. The M-145 line (OSFM PLID #0205) consists of 12.75" in diameter and is 18.26 miles in total length. TPLC is required to maintain and inspect the above referenced pipeline pursuant to the California Pipeline Safety Act and the U.S. Department of Transportation Code of Federal Regulations. CAL FIRE - Office of the State Fire Marshal (OSFM), Pipeline Safety Division completed several inspections of OSFM PLID #0205 between October 2021 and February 2026 and identified the following violation of state or federal laws and regulations at the company level in July 2023:

- PBF's IMP Manual did not establish an adequate written EFRD procedure in accordance with 49 C.F.R. §195.452(i)(4) as required by §195.452(f)(6). An amended procedure was reviewed by the OSFM.
- PBF's IMP Manual did not establish an adequate written procedure for risk analysis criteria in accordance with 49 C.F.R. §195.452(i)(2) as required by §195.452(f)(6). An amended procedure was reviewed by OSFM.

Additionally, the following items of concern were identified at the company level in July 2023:

- PBF's Section 5.5.1.3 of its Integrity Management Program (IMP) Plan requires Consultant/Contractors to be Level III certified per ASNT ILI-PQ-2010. A contractor

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for PBF reviewed the last assessment results of its Torrance-SWT 2 and the record indicates that he does not have Level III Certification.

- PBF performed an in-line inspection (ILI) of its Torrance-SWT 2 on 12/09/2021 and received the final report from the ILI vendor on 2/09/2022, which is 62 days from the date of assessment. It is our understanding that PBF declared the date of discovery on 6/07/2022, which is 180 days from the date of assessment.

- PBF conducted annual pipeline risk evaluation/implementation on 8/02/2022. PBF should have updated the risk analysis for the Grapevine to Lebec pipeline segment to include the newly identified threat, which is stress corrosion cracking (SCC), and calculated the new risk score of the subject line because the Grapevine to Lebec pipeline segment experienced a release on 11/19/2020.

No violations were identified on OSFM PLID #0205 at the time of inspection.

State and federal pipeline regulations require each pipeline operator to continually assess the pipeline integrity at established time intervals. The OSFM records indicate that TPLC's M-145 line (OSFM PLID #0205) was last internally inspected on August 20, 2024.

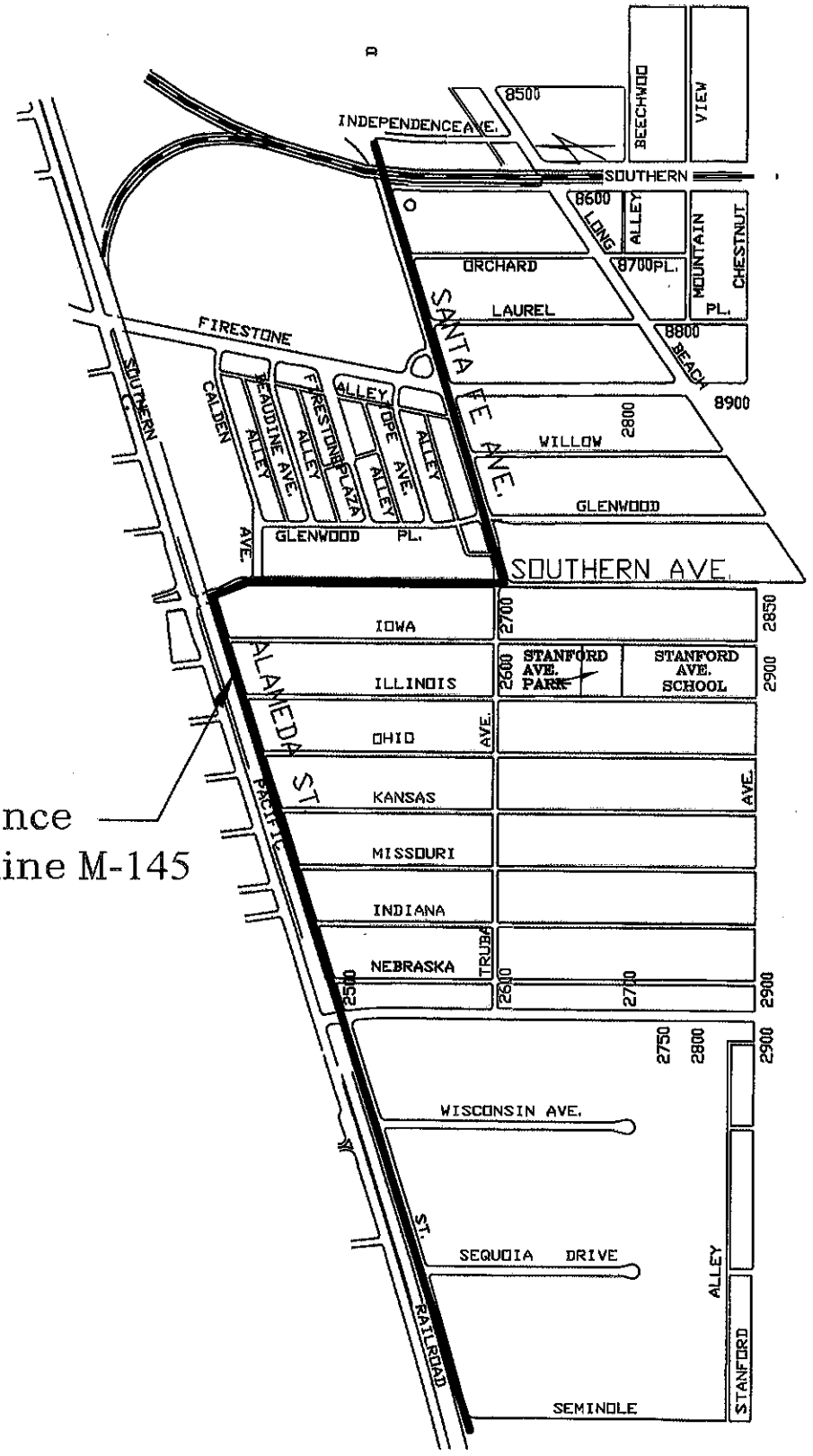
If you have any questions regarding inspections of this operator, please do not hesitate to contact the OSFM, Pipeline Safety Division at (562) 497-0350.

Sincerely,

DocuSigned by:
James Hosler
980F8D3AE95C42E...

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

TORRANCE PIPELINE COMPANY LLC



May 26, 2026

Office of the
South Gate City Clerk

MAY 21 2026
FILED
11:41 am

Item No. 6

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE LOCAL GOVERNMENT WASTE TIRE CLEANUP GRANT PROGRAM

PURPOSE: Approve a Resolution authorizing the submission of a grant application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Local Government Waste Tire Cleanup Grant Program.

RECOMMENDED ACTIONS: The City Council will consider:

a. Adopting a Resolution 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. Authorizing the City Manager, or his designee, to execute, on behalf of the City, all documents required to submit the application and implement the grant.

FISCAL IMPACT: There is no impact to the General Fund. The grant application requests $40,020 to support the collection and removal of illegally dumped tires from the public right-of-way.

ANALYSIS: CalRecycle has allocated $1,500,000 statewide for the Waste Tire Cleanup Grant Program. These funds are designated to support the collection, removal, recycling and proper disposal of waste tires from illegal dumping sites and public rights-of-ways.

The City is eligible to apply for up to $40,020 in grant funding. To proceed with the application, the City Council must adopt a Resolution authorizing: (a) the submission of the grant application, and (b) the City Manager, or designee, to execute all related documents, including agreements and payment requests necessary to implement the program.

This grant presents an opportunity to supplement existing City efforts by offsetting costs associated with illegal tire removal. Staff recommend applying for the grant, as it will help expand cleanup activities without impacting the General Fund.

BACKGROUND: Illegal dumping continues to be a widespread issue throughout the City, particularly along public rights-of-way, alleys, and vacant areas. A recurring component of this activity is the disposal of waste tires, which contributes to visual blight and creates environmental and public health concerns. Accumulated tires can attract pests, serve as breeding grounds for mosquitoes, and pose fire risks if not addressed promptly.

The City currently relies on limited operational funds to address illegal dumping on an ongoing basis. With existing fiscal constraints, these cleanup efforts place continued pressure on available resources.

In addition to the direct costs of removal, illegal dumping diverts staff time and operational resources away from other critical maintenance activities. Crews must routinely respond to complaints, inspect sites, and coordinate cleanups, which can delay scheduled work and reduce overall service efficiency. As dumping continues to occur, these impacts are ongoing and compound over time.

The CalRecycle Waste Tire Cleanup Grant Program provides a funding opportunity to directly support these efforts by covering the costs associated with the collection, removal, transportation, recycling, and disposal of waste tires. Securing this grant would allow the City to expand cleanup activities, reduce the burden on existing resources, and address illegal dumping more efficiently without additional impact to the General Fund.

ATTACHMENT: Proposed Resolution

AM:ky

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO CALRECYCLE FOR A GRANT UNDER ITS LOCAL GOVERNMENT WASTE TIRE CLEANUP GRANT PROGRAM

WHEREAS, the California Public Resources Code authorizes the Department of Resources Recycling and Recovery (commonly known as "CalRecycle") to administer various grant programs; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of those grant programs; and

WHEREAS, those CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, if this City Council passes such a resolution, the City of South Gate (the "City") will be eligible to apply for a CalRecycle grant of up to $40,020 under CalRecycle's Local Government Waste Tire Cleanup Grant Program (the "Program");

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

SECTION 1. The City is hereby authorized to submit a grant application under the Program seeking grant funding of up to $40,020 (or any higher amount for which the City may be eligible under the Program) from CalRecycle.

SECTION 2. The City Manager, or his designee, is hereby authorized and directed to execute in the City's name and submit to CalRecycle any and all applications, requests, agreements, amendments, and other documents and correspondence related to the grant application referenced in Section 1 above.

SECTION 3. Furthermore, the City Manager, or his designee, is hereby authorized and directed to execute on behalf of the City all other documents, and to take on behalf of the City all other actions, which the City Manager deems necessary or advisable to carry out the purposes of the foregoing resolutions.

SECTION 4. This City Council does hereby declare that if any section, subsection, sentence, clause, phrase or portion of this Resolution or its application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have adopted this Resolution, and each and every section, subsection, sentence, clause, phrase, or portion thereof not declared invalid or unconstitutional without regard to whether any portion of the Resolution would be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and **ADOPTED** this **26th** day of **May 2026.**

CITY OF SOUTH GATE:

_____
Joshua Barron, Mayor

ATTEST:

_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT YG

_____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

MAY 21 2026

FILED

11:43 am

Item No. 7

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2022-41-CC WITH HONEYWELL INTERNATIONAL INC. TO EXTEND HVAC EQUIPMENT MAINTENANCE, MONITORING, AND REPAIR SERVICES FOR CITY FACILITIES

PURPOSE: To approve Amendment No. 2 to Contract No. 2022-41-CC ("Amendment No. 2") with Honeywell International Inc., extending the term by 12 months to continue HVAC equipment maintenance, monitoring, and repair services at various municipal facilities through June 30, 2027.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2022-42-CC with Honeywell International Inc. ("Agreement"), 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. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 2 is in the amount of $164,481. Funding is included in the Fiscal Year 2026/27 Operating Budget, as summarized below:

	General Fund	Water Fund	Sewer Fund	Lighting and Landscape Maint. Fund	Total
Amendment No. 2	$98,264	$33,721	$15,736	$16,760	**$164,481**
Amendment No. 1	$98,264	$33,721	$15,736	$16,760	**$164,481**
FY 2022/23	$101,781	$34,928	$16,300	$17,360	**$170,369**
FY 2023/24	$98,264	$33,721	$15,736	$16,760	**$164,481**
FY 2024/25	$98,264	$33,721	$15,736	$16,760	**$164,481**
Total	**$494,837**	**$169,812**	**$79,244**	**$84,400**	**$828,293**

The annual cost remains consistent with Amendment No. 1.

ANALYSIS: Honeywell International Inc. is currently under Contract No. 2022-41-CC to provide HVAC equipment maintenance, monitoring, and repair services for various municipal facilities. The current contract term is scheduled to expire on June 30, 2026. Amendment No. 2 proposes

extending the agreement for an additional 12 months to ensure continuity of HVAC maintenance and repair services at City facilities.

Although the original agreement does not contain formal extension provisions, the City Council may approve an extension with the contractor's consent. It is the Department of Public Works' standard practice to structure HVAC service agreements with an initial three-year term followed by up to two one-year extensions, provided contractor performance remains satisfactory. This approach helps maintain service continuity, operational reliability, and consistent maintenance quality across City facilities.

Since the contract's inception, Honeywell International Inc. has met all contractual obligations and has consistently provided a high standard of service. Their responsiveness, reliability, and attention to detail have contributed to HVAC systems that operate reliably year-round. Based on their performance to date, staff recommend extending the contract for an additional year.

BACKGROUND: The Public Works Department maintains the HVAC systems utilizing the services of a specialty contractor. Services include routine and on-call maintenance services for equipment inspection and repairs, remote monitoring of equipment performance, filter changes, preventive maintenance and other maintenance required to operate HVAC systems.

On June 28, 2022, the City Council approved the Agreement with Honeywell International Inc. for a 3-year term effective July 1, 2022, to June 30, 2025, in the amount of $499,331. Amendment No. 1 extended the term of the Agreement by 12 months, through June 30, 2026.

Staff are recommending extending the agreement to 12 months, through June 30, 2027. Extending the contract maintains the continuity of service and avoids disruption to operations at critical municipal facilities.

Staff does not recommend issuing a Request for Proposals ("RFP") at this time. Issuing an RFP at this time may result in higher costs, potential service disruption, and a transition period that could impact service levels at critical facilities.

The following City facilities are equipped with HVAC systems: the Public Works Corporate Yard, Police Department, City Hall, South Gate Park Municipal Auditorium, Girls Club House, South Gate Sports Center, Well No. 28 Booster Pump Station, Well No. 29, Westside Reservoir, Hollydale Resource Center, Margaret Travis Senior Center, Civic Center, and Westside Resource Center.

ATTACHMENTS: A. Proposed Amendment No. 2 (including Exhibit A)
B. Contract No. 2022-41-CC*

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

OH/AA:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2022-41-CC FOR HVAC MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND HONEYWELL INC., A CALIFORNIA CORPORATION ("CONTRACTOR")

This Amendment No. 2 to Contract No. 2022-41-CC for HVAC equipment maintenance, monitoring, and repair services ("Amendment No. 2") is made and entered into on June 24, 2025, by and between the City of South Gate, a California municipal corporation ("City"), and Honeywell International, Inc. a California Corporation, (: Contractor"). This Amendment amends that certain Agreement for HVAC equipment maintenance, monitoring, and repair services, City Contract No. 2022-41-CC, entered into between the City and Honeywell International, Inc. on July 1, 2022 (the "Original Agreement"), All capitalized terms used in this Amendment No. 2 shall have the same meanings ascribed to them in the Original Agreement unless otherwise defined herein.

RECITALS

WHEREAS, the City and Honeywell International, Inc. wish to amend the Agreement for HVAC Equipment Maintenance Services with respect to the terms of and compensation payable under the Maintenance Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **MODIFICATION TO AGREEMENT.**

   1.1 **EXTENSION OF TERM OF MAINTENANCE AGREEMENT.** The City and Honeywell International Inc. hereby extend the term of the Maintenance Agreement to 12 months, through and including June 30, 2027.

   1.2 **COMPENSATION.**
   Additional Compensation. Notwithstanding anything to the contrary in the Original Agreement, the City shall pay Honeywell International Inc. the sum of One Hundred Sixty-Four Thousand, Four Hundred Eighty-one Dollars ($164,481) as full compensation for all of Honeywell International Inc. services under (i) the Maintenance Agreement for the period from July 1, 2026, through June 30, 2027. Compensation continues at the same rate on a month-to-month basis for up to 12 months, at a monthly rate of Twelve Thousand Forty Dollars and Eight Cents ($12,040.08), for a total of One Hundred Sixty-Four Thousand Four Hundred Eighty-One Dollars ($164,481) for Fiscal Year 2026/27. The grand total shall not exceed One Hundred Sixty-Four Thousand Four Hundred Eighty-One Dollars ($164,481). This total includes an amount of $20,000 for On-Call Services.

2. **EFFECT OF AMENDMENT.**
   Affirmation of the Original Agreement. Except as expressly amended herein, all other terms and conditions of the Agreement, shall remain unchanged and in full

force. Furthermore, City reserves the right to augment or reduce the scope of work as the City deems necessary. The City and Honeywell International Inc. each acknowledge, represent, and warrant that to the best of its knowledge, neither party is in default of its obligations under the Original Agreement.

3. **EFFECTIVE DATE.**

The effective date of this Amendment No. 2 is July 1, 2026, and will remain in effect through and including June 30, 2027, unless otherwise terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Joshus Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: DRAFT _____
Raúl F. Salinas, City Attorney

HONEYWELL INTERNATIONAL INC.:

By: _____

Dated: _____

Office of the
South Gate City Clerk

MAY 21 2026
FILED
1:00pm

Item No. 8

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2022-42-CC WITH MERCHANTS BUILDING MAINTENANCE TO EXTEND CUSTODIAL AND MAINTENANCE SERVICES FOR CITY FACILITIES

PURPOSE: To extend Contract No. 2022-42-CC for 12 months to continue providing ongoing custodial and maintenance services for various municipal facilities.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2022-42-CC with Merchants Building Maintenance ("Agreement"), to extend the contract term for 12 months to continue through June 30, 2027, custodial and maintenance services for various municipal facilities, for a total amount not-to-exceed $322,910; and
b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 2 is in the amount of $322,910 ($26,909 per month). Funding is included in the Fiscal Year 2026/27 Operating Budget, as summarized below:

Funding Source	General 100	Lighting/ Landscaping 251	Water 411	Sewer 412	Total
Amendment No. 2	$262,171	$10,046	$30,410	$20,283	**$322,910**
Amendment No. 1	$262,171	$10,046	$30,410	$20,283	**$322,910**
Contract No. 2022-42-CC	$265,962	$10,204	$30,871	$20,776	**$327,813**
FY 2022/23	$265,962	$10,204	$30,871	$20,776	**$327,813**
FY 2023/24	$265,962	$10,204	$30,871	$20,776	**$327,813**
Total	**$1,322,228**	**$50,750**	**$153,433**	**$102,894**	**$1,629,259**

ANALYSIS: Merchants Building Maintenance is currently under Contract No. 2022-42-CC to provide custodial and maintenance services for various municipal facilities. The amended contract term is scheduled to expire on June 30, 2026. Amendment No. 2 proposes extending the contract for 12 months, consistent with the Department of Public Works' standard practice of managing service agreements of this nature.

Although the original contract does not include formal extension provisions, the City Council may approve an extension with the contractor's consent, which has been obtained. Custodial services are typically awarded with an initial three-year term, followed by up to two one-year extensions, provided performance remains satisfactory. This approach supports continuity of service and helps ensure consistent, high-quality maintenance.

Since the contract's inception, Merchants Building Maintenance has met all contractual obligations and has consistently provided a high standard of service. Their responsiveness, reliability, and attention to detail have contributed to the cleanliness and maintenance of City facilities, supporting a professional and welcoming environment for staff and the public alike. Based on their performance to date, staff recommend extending the contract for an additional year.

BACKGROUND: The City of South Gate ("City") utilizes janitorial services for the upkeep of City Hall, Museum/Civic Center, the Police Department and Jail, the Police Department Narcotics Unit facility, and the Public Works Corporate Yard buildings.

Services include daily trash removal, vacuuming, sweeping, carpet cleaning, floor maintenance, dusting, interior window washing, and wall washing in facilities used by staff and the public.

On June 28, 2022, the City Council approved the Agreement with Merchants Building Maintenance for a three-year term, effective July 1, 2022, through June 30, 2025, in the amount of $1,149,281. Since the start of the Agreement, Merchants has provided a high level of service and has met all contract requirements. Amendment No. 1 extended the term of the Agreement by 12 months, through June 30, 2026.

Staff is recommending extending the agreement 12 months, through June 30, 2027. Extending the contract maintains the continuity of service and avoids disruption to operations at critical municipal facilities.

Staff does not recommend issuing a Request for Proposals ("RFP") at this time. Issuing an RFP at this time may result in higher costs, potential service disruption, and a transition period that could impact service levels at critical facilities.

ATTACHMENTS: A. Proposed Amendment No. 2
B. Contract No. 2022-42-CC

OH/AA:ky

AMENDMENT NO. 2 TO CONTRACT NO. 2022-42-CC FOR CUSTODIAL AND MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND MERCHANTS BUILDING MAINTENANCE.

This Amendment No. 2 to Contract No. 2022-42-CC for custodial and maintenance services for various municipal facilities ("Amendment No. 1") is made and entered into on May 26, 2026, by and between the City of South Gate, a California municipal corporation ("City"), and Merchants Building Maintenance, LLC., a California limited liability corporation ("Contractor"). This Amendment amends that certain Agreement for custodial and maintenance services, City Contract No. 2022-42-CC, entered into between the City and Merchants Building Maintenance, on July 1, 2022 (the "Original Agreement"), All capitalized terms used in this Amendment No. 2 shall have the same meanings ascribed to them in the Original Agreement unless otherwise defined herein.

RECITALS

WHEREAS, the City and Contractor wish to amend the Agreement for Custodial and Maintenance Services with respect to the terms of and compensation payable under the Maintenance Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. MODIFICATION TO AGREEMENT.

1.1 EXTENSION OF TERM OF MAINTENANCE AGREEMENT.

The City and Contractor hereby extends the term of the Maintenance Agreement through and including June 30, 2027.

1.2 COMPENSATION.

Additional Compensation. Notwithstanding anything to the contrary in the Original Agreement, the City shall pay Contractor the sum of Three Hundred Twenty-Two Thousand Nine Hundred Ten Dollars ($322,910) as full compensation for all of Contractor services under (i) the Maintenance Agreement for the period from July 1, 2026, through June 30, 2027. Compensation shall be set at at the same rate as for Fiscal Year 2025/26, which was on a month-to-month basis for up to 12 months, at a monthly rate of Twenty-Six Thousand Nine Hundred Nine Dollars ($26,909). **The grand total for Amendment No. 2 shall not exceed Three Hundred Twenty-Two Thousand Nine Hundred Ten Dollars ($322,910).**

2. NOTICE.

The City hereby amends to whom written notices are required to be given as to the City, pursuant to the terms of Section 20 of the Original Agreement thereof, including any subsequent amendments thereto, as follows:

To the City:	**With a courtesy copy to:**
City of South Gate 8550 California Avenue South Gate, California 90280 Attn: Arturo Cervantes Assistant City Manager Director of Public Works Telephone No.: (323) 563-9500 Fax No. (323) 563-9572 Email: acervantes@sogate.org	City Clerk City Attorney 8550 California Avenue South Gate, California 90280 Telephone No.: (323)563-9511 yglaze@sogate.org rsalinas@sogate.org

3. EFFECT OF AMENDMENT.

Affirmation of the Original Agreement and Amendment No. 1. Except as expressly amended herein, all other terms and conditions of the Agreement, and Amendment No. 1 shall remain unchanged and in full force. Furthermore, City reserves the right to augment or reduce the scope of work as the City deems necessary. The City and Contractor each acknowledge, represent, and warrant that to the best of its knowledge, neither party is in default of its obligations under the Original Agreement.

4. EFFECTIVE DATE.

The effective date of this Amendment No. 2 is July 1, 2026, and will remain in effect through and including June 30, 2027, unless otherwise terminated in accordance with the terms of the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT YG
Raúl F. Salinas, City Attorney

MERCHANTS BUILDING MAINTENANCE:

By: _____
Connor Hass, Regional Manager

Dated: _____

Contract No._____

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES (this "**Agreement**") is entered into as of July 1, 2022 by and between the City of South Gate, a Municipal corporation (the "**City**") and Merchants Building Maintenance, a ("**Contractor**"), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

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

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work**. The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the maintenance services ("**Work**") identified on Exhibit "A" hereto. 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 May 2, 2022 ("**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 Million One Hundred Forty-Nine Thousand Two Hundred Eighty One Dollars ($1,149,281), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B", 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 Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct

unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement**. The term of this Agreement ("**Term**") shall commence on July 1, 2022, and shall terminate on June 30, 2025, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

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

5. **Inspection of Work**. The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

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

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

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

9. **Independent Contractor**. In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity**. In the performance of this Agreement, Contractor shall not discriminate against any employee 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 each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

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

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

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

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

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

13. **No Assignment**. Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

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

counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

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

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

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

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

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

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

15.6 **City to be Named as Additional Insured Party**. All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement

(CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

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

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

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

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

15.11 **Verification of Coverage**. Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

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

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

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

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

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

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

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

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

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

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

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

20. **Miscellaneous**.

20.1 **Notices**. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8550 California Avenue
South Gate, California, 90280
Attn: Arturo Cervantes,
Assistant City Manager/
Director of Public Works
Telephone No.: (323) 563-9500
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

With a copy (which shall not constitute notice) to:
Craig D. Hardwick, Esq.
AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

To Contractor:

Merchants Building Maintenance
1639- C East Edinger Avenue,
Santa Ana, California 92705
Attn: Connor Haas
Telephone No.: (626)755-0190
Fax No.: (714)973-2124
E-mail: connor@mbmonline.com

With a copy (which shall not constitute notice) to:

_____
_____,
_____, California 9_____
Attn:_____
Telephone No.: (___)_____
Fax No.: (___)_____
E-mail:_____@_____

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

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

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

20.5 **Force Majeure**. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

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

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

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

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

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

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

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

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

20.14 **No Waiver**. Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

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

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

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

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

legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.)

20.19 . **City Council Approval Required for Effectiveness of Agreement**. Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: 07/19/2022

ATTEST:

By: _____
Yodit Glaze, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

MERCHANTS BUILDING MAINTENANCE:

By: _____
Connor Haas, Regional Manager

Dated: 07/07/2022

5192892.1 – L235.53

Contract No._____

Exhibit "A"

Scope of Work

The types and frequencies of the maintenance work to be performed by Contractor, and the locations of the City-owned facilities at which such work is to be performed, are set forth in detail on the pages which are attached following this Exhibit "A" cover page.

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

SCOPE OF WORK

The City of South Gate is requesting proposals from qualified Contractors to provide complete professional janitorial services at various City facilities. The intent and purpose of this RFP is to define the janitorial services requirements for various facilities owned and operated by the City of South Gate that are included in the RFP. The objectives of the City are to secure a timely, consistent, and cost effective janitorial contract from one Service Provider, to ensure clean and safe office facilities for employees and customers doing business with the City.

Section - 1 Facilities to be Serviced - Locations, Approximate Square Footage, Frequency

FACILITY	LOCATION	APPROX SQ FOOTAGE	FREQUENCY
City Hall	8650 California Avenue	26,576	5 days/week Mon-Fri
Civic Center – Human Resources	8680 California Avenue	8,123	5 days/week Mon-Fri
Police Department	8620 California Avenue	54,340	7 days/week Sun-Sat
Police Department Jail	8620 California Avenue	4,094	7 days/week Sun-Sat
Police Department Sub-Station	4244 Santa Ana Street	10,000	7 days/week Sun-Sat
Police Department El Paseo Sub-Station	8634 Garfield Ave	4,750	1 day/week Sun-Sat
Public Works Corporation Yard	4244 Santa Ana Street	37,750	6 days/week Sun-Fri

Section – 2 Technical Specifications

The Contractor shall be responsible for maintaining South Gate's owned facilities to the highest standards suitable for public use. Services shall include, but are not limited to the following; COVID-19 cleaning and disinfecting, receptacle emptying and cleaning, restroom cleaning and servicing, floor/carpet care, horizontal and vertical surface cleaning, and window/glass washing service, high dusting and cleaning.

TRAINING AND SAFETY

Contractors, at their own expense, shall provide each of their employees who will be working on the job site, with the training needed to safely and competently perform the services required by this contract, including any requirements for Green Cleaning.

The Contractor must be familiar with all applicable Federal, State, City, City and Local Laws, Regulations or Codes and be governed accordingly as they apply to this service and must be aware of the safety standards concerning materials used. Without limiting the generality of the foregoing, the Contractor shall comply with the "Best Practices to Prevent COVID-19 Guidance for Businesses and Employers" published by the Los Angeles County Department of Public Health on its website page at http://publichealth.lacounty.gov/acd/ncorona2019/BestPractices/. Such compliance shall pertain both to the Contractor's performance of services at City facilities, as well as to safety measures taken by Contractor to protect the health of its employees while they are performing services at City facilities The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers. Contractor shall maintain a copy of Material Safety Data Sheets (MSDS) on-site for chemicals and cleaning products used.

The contractor shall notify City staff if practicable, of any condition it may become aware of which may adversely affect the safe operation of the facility, the correction of which is not within the contractor's control.

The contractor and its staff shall communicate only with designated City representatives regarding project scope, performance issues and other applicable details. Contractor's janitorial staff are not to discuss, communicate or accept any directions from City employees, other than the designated City representative, who will communicate to the Contractor any special instructions or requirements.

The Contractor's area service manager and on-site supervisors and backup personnel who will be performing service for this contract must read and be familiar with the requirements of this contract.

Contractor employees shall be trained in accident prevention and provide caution signs necessary to warn persons of unsafe conditions.

The contractor shall be obligated to ensure employees are trained and medically cleared to perform any work that is called for under this contract. The contractor shall also be required to assess the need for, and provide their employees personal protective equipment (PPE) as required.

The Contractor must document all training for each employee. The record shall show, at a minimum, the employee's name, date and type of training provided. A copy of the training records must be made available to the City upon request.

All chemicals brought on-site shall be purchased by the contractor and stocked in closets in their original containers. The chemicals shall remain in their containers until diluted or mixed for use. All solution bottles and spray bottles shall be in safety containers, which are safe for handling and their intended use. All containers must be properly labeled by the manufacturer or have a photocopy of the label from the chemical container affixed to the container.

SUPPLIES

The Contractor shall furnish all supplies necessary for the work required under this RFP with the exception of paper products, trashcan liners, hand soap and water-free urinal cleaner and screens as listed in Exhibit A-2. The water-free urinal filter cartridges are replaced by City staff.

No supplies shall be used that the City or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment. Only biodegradable products are to be used. ***The Bidder shall provide a list of products necessary for the performance of the Contract. Failure to provide this list shall be a basis for rejection of the Proposal.*** The City may require samples of the products offered. The successful bidder shall supply Product Brochure and the material Safety Data Sheets (MSDS) within ten (10) days after the award of the Contract. Submission of this list is MANDATORY.
In each janitorial closet in a conspicuous location, a listing of the cleaning products in that location must be posted.

OSHA GUIDELINE COMPLIANCE

MATERIAL SAFETY DATA SHEETS - The successful bidder shall furnish to the Contracting Officer copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the facility and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the facility, a copy of that product's MSDS must be provided to the Contracting Officer, prior to the product being used in any facility. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

LABELING OF HAZARDOUS MATERIALS - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.

CAUTION SIGNS – Contractor shall use caution signs (i.e., wet floor, etc.) as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs shall be on-site on commencement of Contract.

PPE (Protective personal equipment) shall be provided to employees when conducting cleaning of pathogens.

LABELING OF SUPPLIES AND CHEMICALS

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and City laws, ordinances, rules and regulations.

SLIP RESISTANCE

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors.
Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

GERMICIDAL PROPERTIES

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

EQUIPMENT

All necessary cleaning equipment including power-driven floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the bidder. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the facility or its contents. All equipment must be in good working condition at all times. Any non-working equipment shall be repaired or replaced within twenty-four (24) hours of equipment becoming unserviceable.

The City will provide water and electricity necessary to perform services required for this contract at no cost to the Contractor.

The City will provide the Contractor a reasonable amount of storage space needed to store supplies and equipment used to fulfill the requirements of this contract. Space for on-site storage of supplies is limited in many City facilities. Contractor must arrange for frequent replenishment of supplies to maintain stocks required. Contractor agrees to keep these areas

neat and clean at all times. The Contractor will be responsible and take all risk of loss, damage or theft of any supplies and equipment stored at each location. Contractor accepts risk of loss or damage for equipment stored on City property.

Contractor may provide tools, documentation, or other equipment in the City's building for Contractor's convenience in performing Contractor's services. Such equipment shall remain Contractor's property. Contractor retains the right to remove such items at any time during the term, or upon the termination, of this Agreement.

SUPERVISORS

Contractor Responsibilities

1. Provide competent supervision. The Contractor shall be responsible for the quality of work of their employees. The Contractor shall be responsible for the supervision and direction of the work performed by their employees and shall provide a supervisor to perform quality control for the various shifts.

2. The Contractor shall provide trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract. Each supervisor shall be capable of verbal and written communication in the English language and shall be capable to effectively communicate with the service workers. In addition, staff working without a supervisor on-site shall be capable of understanding basic directions in English.

3. The Supervisor shall have the authority to act as agent for the Contractor in their absence. The Supervisor must be familiar with the requirements of this contract and be able to make sure all contracts' specifications are followed.

4. The Supervisor shall conduct a daily inspection and evaluation of all assigned areas of work, note all discrepancies, assure they are corrected, and monitor service workers to ensure they are performing assigned tasks. Supervisor will ensure all required doors are locked after rooms are cleaned each shift. The Supervisor shall complete and provide a daily digital or written inspection report to the designated City contract manager. The report shall contain all the tasks required and shall be unique for each site and include all rooms, halls, restrooms, etc. Reports will be generated for all specialized, deep cleaning or seasonal work as well. The City will work with the Contractor to develop comprehensive reports for each site.

5. The Supervisor shall not double as a working employee as experience has shown that with all the sites, distance between sites and employees to manage, this is not a viable use of the Supervisor.

6. Contractor(s) shall at all times enforce strict discipline and good order among employees. No children, friends, or relatives, or a person not employed and assigned to work site, are allowed on the premises. Unauthorized use of City property or a City employee's property is prohibited. Employees may use City break rooms during their designated breaks and meals; however, they need to clean up after themselves.

MANDATORY REQUIREMENTS FOR CONTRACTOR PERSONNEL

All City facilities must be fully staffed starting on the first day of work and during the term of the Contract.

Custodians shall be employees of the Contractor and must have legal right to work in the United States; day laborers, subcontractors or independent contractors (Form 1099 recipients) are not acceptable.

Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract.

The Contractor shall obtain Live Scan checks at its expense on all custodial personnel assigned to this contract. They must be cleared by their first day on the job. Failure to provide "Live scanned" staff will result in deduction for time missed. If any contractor employee is convicted of any serious offense may not work at City facilities and they must be replaced immediately.

Contractor Employee Identification and Building Access. All employees shall wear apparel that bear company name/logo and the on-site supervisor must wear distinctive company apparel that clearly identifies them as a supervisor.
Identification badges shall be furnished and paid by the Contractor and worn by all Contractor's employees while on City premises. The badge shall have the employee's picture and name.

Access to the facility shall be as directed by the Maintenance Manager or his/her representative. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized City representative. All doors shall remain locked, and no doors shall be propped open at any time.
Employees may use City break rooms for their meals; however, they must clean-up after themselves.

Contractor shall require all employees performing under this Contract to personally sign and be responsible for each key, security fob, and security code to gain entry to work areas. Keys, fobs, and codes are to be used only by the individual who has signed the Property Issuance Form. A Lock Box will be setup at each site for keys to remain onsite. When an individual is no longer employed by the Contractor, the keys and fob must be immediately returned to the City. If a key is lost, the City Facilities Maintenance Supervisor or his designee must be notified immediately. In either case, a message must be left with the Facilities Maintenance Supervisor at 323-563-5786. Use of keys by any other person other than the individual signing for the form will be ample cause for termination of the Contractor. The City reserves the right to charge the Contractor for lost or damaged keys or rekeying of door locks.

CONTRACTOR QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted with the proposal. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or City staff point out the deficiencies. This QCP is of paramount importance. The program shall include, but not limited to the following:

A. An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a written or digital checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection is to be provided to the Facilities Maintenance Supervisor within twenty-four (24) hours of inspection.

CLEANING PROCEDURES

In the implementation of this contract vendor will develop and implement procedures to avoid exposure of building occupants to potentially hazardous chemicals that adversely impact air quality. Proposer shall minimize cross-contamination of regularly occupied areas by chemical pollutants. In accordance with contract specifications regularly maintain permanent entryway systems (grills, grates, walk off mats etc.) to capture dirt, particulates, etc. from entering the building at all high-volume entryways. Where chemical use occurs (including housekeeping storage areas) maintain practices to ensure that chemical contaminates are adequately dispersed without entering occupied areas. Ensure that drains plumbed for appropriate disposal of liquid waste are used where water and chemical concentrate mixing or disposal occurs to provide environmentally appropriate disposal of liquid waste. When performing maintenance cleaning, custodians should use as little cleaning product as possible to effectively clean the area. When using deep-cleaning products, custodians should carefully apply a minimal amount of the product and allow time for the product to work rather than applying additional product.

CLEANING ACTIVITY SPECIFICATIONS

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The cleaning activities are defined in Attachment 1 (Frequency of Cleaning Service) outlining the level of service required for each type of building area.

Receptacles

All trash and paper shall be removed and collected at the Dumpster sites according to the schedule.

Receptacle Emptying and Cleaning

All interior trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The Facilities Maintenance Supervisor shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Trash shall not be allowed to blow around grounds by the dumpsters. Spills resulting from collection process shall be promptly cleaned.

Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified with the on-site supervisor.

Receptacle Cleaning and Disinfecting

On an as needed basis, trash receptacles shall be thoroughly cleaned inside and out, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished according to schedule to ensure adequacy of supplies and hygienic condition of restrooms.

Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils.
Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

Mirror and Chrome Cleaning

Mirrors, chrome and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, hand dryers, metal door pushes, metal light switches.
Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

Tile De-scaling

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scale, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

Vinyl Tile Floor/Wall Cleaning

Vinyl tile floors and walls shall be thoroughly scrubbed with a heavy-duty disinfectant/detergent solution per schedule. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance.

Restroom Supplies.

Restrooms shall be serviced according to schedule and as frequently as necessary to ensure sufficiency of supplies and hygienic condition. Extra supplies (i.e., toilet paper) shall be left when necessary to ensure ample supply between cleanings. Hand towels, soap, toilet tissue and toilet seat covers, shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleanings.
Sanitary napkin and tampon disposal containers shall be emptied daily and sanitized per schedule Floor Maintenance

Sweeping/Dust Mopping

Floors shall be swept, or dust mopped according to the schedule to present a clean and orderly appearance at all times. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, and other places accessible to the broom or dust mop.

Removing Gum/Tar, Etc.:

Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

Spot Mopping

According to the schedule and as needed, spills, spots and stains shall be damp mopped to ensure a uniform clean appearance. Spilled materials must be cleaned immediately to prevent damage to floor finishes. If practical, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.

Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

Stripping and Refinishing:

This procedure shall be employed according to schedule to remove accumulations of dirt, finish, scuff marks, discoloration, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to original position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coat of slip-resistant floor finish. If separate sealer and finish coats are applied, allow adequate drying time between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED.
Finished or refinished floors shall present a uniform shine and shall not have buildup or finish along edges or in corners. Overlapping finish marks shall not be apparent.

Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

Vacuuming

Carpets shall be vacuumed according to schedule. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments.
Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved and replaced. Carpets shall be free from lint and debris.

Spot Cleaning

Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. The type of cleaner used shall not cause fading or discoloration. Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, watermarks, etc. Indelible stains, which cannot be removed by spotting and shampooing, shall be reported to the Facilities Maintenance Supervisor. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

Shampooing

This procedure shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of approved method to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. The City shall give the Contractor at least one week notice prior to shampooing carpets except under extreme circumstances. Signs must be posted at least forty- eight (48) hours prior to the scheduled work. The Contractor is responsible for placing sufficient fans to allow the carpet to properly dry before the area is occupied. Chair mats or similar items shall not be placed on damp carpet. Carpets damaged due to improper drying procedures shall be replaced at the Contractors expense.

Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 84" or about in height) that comprise the furnishings and structures of the facility including, but not limited to office furniture chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, computers, telephones, etc.

NOTE: Unless requested, objects (books, papers, pens, pencils, partially filled or empty beverage containers, files, etc.) on horizontal surfaces (including floor) should not be moved to accomplish cleaning. If requested, the City employee is responsible for clearing any materials and returning them.

Spot Cleaning

Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, smears, spills, etc. and shall present a uniformly clean appearance.

Dusting

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

Damp Wiping

Damp wiping or washing of horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the original position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 84" or about in height) that comprise the furnishings and structure of the facility and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

Wall Scrubbing This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from dirt, splashes, soap residue, fingerprints, etc. and shall present a uniformly clean appearance.

Baseboard Cleaning

Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc. Care shall be taken when vacuuming that marks are not left on the baseboards and shall be cleaned immediately if staff does bump and leave marks.

Drinking Fountain Cleaning and Disinfecting

Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the janitorial supervisor. Wall areas around the fountains shall be free from water spots and streaks.

High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 84" or about in height) or special, long reach cleaning device which comprise the structure and furnishing of the facility and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. shall be cleaned according to schedule. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

Cleaning Vents, Grills, Etc.

Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents. Cleaned vents, grill, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

Cleaning Light Fixtures/Filters

Light fixtures/filters (egg crates, diffusers, etc.) shall cleaned or dusted using appropriate cleaning methods without disassembly of any fixtures. Care shall be taken to prevent cracking or breakage.

Cleaning Window Coverings

Window coverings shall be cleaned according to schedule. Care shall be taken to prevent damage.

Window/Glass Washing Service Requirements

The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at each facility according to schedule.
The Contractor shall wash and dry both the inside and outside according to schedule window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof.

The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.
Acids or acid-base products shall not be used for cleaning windows/glass.
The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

Stairwell Cleaning

Stairwells shall be cleaned according to schedule. Stairwells shall present a uniformly clean appearance.
Stair Step Riser and Threshold Cleaning Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be buildup of finish or accumulations of dirt in layers of finish.

Handrail Cleaning

Handrails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt and smears.

Urgent Custodial Services

Urgent services may include, but are not limited to cleaning up spills, leaks, breakage and bio-hazard cleanup which requires special handling. Biohazard may include blood, urine, fecal matter and vomit. In the case of urgent services where additional staff or redeployment of on-duty staff is required, the City Facilities Maintenance Supervisor must notify the contractor's supervisor.

Additional Work

If there there's a requirement for any work over and above the regular scheduled cleaning, it will be performed at an additional cost to the City. The contractor will be provided a minimum of one calendar weeks' notice.

PERFORMANCE DISCREPANCIES

Substantial cleaning discrepancies reported by the City's Facilities Maintenance Supervisor to the Contractor must be corrected by the next scheduled cleaning day, or sooner, if determined by the City that item(s) need immediate corrective action. Continued discrepancies will be brought to the attention of the Contractor through a Letter of Cure and may be grounds for cancellation of the contract if the problem persists.

REPORTING

Contractor's janitorial staff should report to their on-site supervisor any broken or loose fixtures or furniture within their cleaning area. The on-site supervisor should report these items to the City's Facilities Maintenance Supervisor.

Section – 3 Scope of Services

DAILY CLEANING REQUIREMENTS

A – OFFICE AREAS	
1.	Vacuum all carpet
2.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and replace mats
3.	Empty all trash receptacles and replace with new liner
4.	Empty all recycling individual office receptacles
5.	Return all chairs and tables to original location
6.	Spot clean and polish all doors, glass, door handles, frames, and thresholds inside and out.
7.	Dust and spot damp clean "all accessible "surfaces (i.e. desks, file cabinets, countertops, partitions, etc.) remove all dust, smudges and fingerprints within a height of 84"
8.	Dust and spot clean electric switch plates, windowsills, and baseboards
9.	Spot clean walls
10.	COVID-19 Clean high touch surface areas
B - RESTROOMS	
1.	Damp clean walls and tile, with disinfectant cleaner, to remove all soils, grease, and film.
2.	Remove existing mats, vacuum or sweep/clean mats. Sweep, disinfect and mop all floors. Replace mats
3.	Clean and polish all chrome or brass water fixtures, light switches and all other metal and plastic finished fittings
4.	Clean and disinfect partition walls and doors
5.	Clean and polish mirrors
6.	Clean, disinfect and polish entire toilet/urinal fixtures.
7.	Clean and polish countertops and enameled surfaces (i.e. sinks)
8.	Empty, clean and disinfect all waste receptacles, including sanitary receptacles.
9.	Replenish hand soap, sanitary and all paper products.
C – BREAKROOMS/KITCHEN/LUNCHROOM	
1.	Spot clean walls
2.	Clean and polish all chrome or brass water fixtures, light switches and

	all other metal, plastic or ceramic finished fittings including sinks.
3.	Clean and disinfect all exposed countertops and tables with food grade disinfectant
4.	Re-supply soap and hand towels.
5.	Empty, clean and disinfect all waste receptacles including indoor recycling containers. Insert new liner.
6.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and replace mats
7.	Vacuum all carpet
8.	Wipe down exterior surface of refrigerators
9.	Wipe down interior & exterior of microwaves, oven, cooktop, and toasters
10	Wipe down table surfaces
11.	Return all chairs and tables to original position.
12.	Dust and spot clean windowsills and baseboards
13.	Wash, clean, and disinfect all water fountains with approved cleaning compounds.
14.	Check and replenish paper towel dispensers
D – HALLWAYS/FOYERS	
1	Clean and polish all glass doors, door handles, frames, and thresholds inside and out. Remove all dust, smudges, and fingerprints up to 84"' in height.
2.	Vacuum all carpet
3.	Remove existing mats, vacuum, or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and re-place mats
4.	Dust and spot clean electric switch plates, windowsills, and baseboards
5.	Spot clean walls
6.	Dust and damp clean all accessible surfaces
7.	Dust and spot clean exterior of display cases and trophy cases
8.	Wash, clean, and disinfect all water fountains with approved cleaning compounds.
9.	Empty all trash & recycling receptacles and replace with new liner
E – ENTRANCES – EXTERIOR	
1.	Clean and polish all glass doors, door handles, frames, and thresholds inside and out. Clean and polish all exterior windows. Remove all dust, smudges and fingerprints within a height of 84".
2.	Entrance area including steps must be swept.
3.	Empty all trash and recycle containers located immediately outside the entrances.
F – STAIRWELLS	
1.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile – clean w/damp mop and replace mats
2.	Vacuum all carpet
3.	Dust and damp clean all accessible surfaces
4.	Clean and polish all glass doors, door handles, frames, and thresholds inside and out.

	Clean and polish all interior windows. Remove all dust, smudges and fingerprints within a height of 84"
5.	Dust and spot clean all electric switch plates, windowsills, and baseboards
6.	Spot clean walls
7.	Dust and clean hand railings
G - CONFERENCE ROOMS	
1.	Vacuum all carpet
2.	Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl tile and clean with damp mop. Replace mats.
3.	Spot clean walls
4.	Neatly arrange all chairs and tables
5.	Dust, clean and polish conference tables, podiums and council platform
6.	Dust and spot clean surfaces (bookcases other furniture items)
7.	Empty all trash and recycling receptacles and replace with new liner
8.	Wipe and dust baseboards and doors
9.	Spot clean all doors, door handles, frames and thresholds inside and out
10.	Dust and spot clean electric switch plates, windowsills, and baseboards
H – GYMS/LOCKER ROOMS/DRESSING AREAS	
1.	Clean shower heads, handles, and other washroom hardware using a mild germicidal disinfectant
2.	Damp-clean benches and furniture
3.	Dust and spot mop floor
4.	Empty and clean waste receptacles, replace can liners
5.	Showers- Wet-mop floors with germicidal solution
6.	Spot-clean walls, furniture and lockers
7.	Thoroughly vacuum floor areas

DAILY COVID-19 CLEANING & DISINFECTING REQUIREMENTS

A – OFFICE AREAS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
B – RESTROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
C – BREAKROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
D – KITCHENS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks

E – LUNCHROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
F – HALLWAYS/FOYERS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
G – ENTRANCES/EXTERIORS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
H – STAIRWELLS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
I – CONFERENCE ROOMS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks
J – GYMS/LOCKER ROOMS/ DRESSING AREAS	
1.	Clean high touch surfaces: counters, doorknobs, light switches, stair rails, desk, tabletops, keyboards, phones, toilets, faucets and sinks

WEEKLY CLEANING REQUIREMENTS

A - OFFICE AREAS	
1.	Vacuum upholstered furniture
2.	Vacuum corners and behind doors
3.	Clean and polish total surface of glass doors and glass partitions
4.	Clean total surfaces in accessible areas (fixtures, chairs, file cabinets, storage cabinets, tables, lamps, counters, windowsills/ledges and shelves all height ranges
5.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
B - RESTROOMS	
1.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
C – BREAKROOM/KITCHEN/LUNCHROOM	
1.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
2.	Vacuum corners and behind doors
3.	Empty and clean of all trash receptacles
4.	Clean all exterior cabinet surfaces
5.	Wash, clean, and disinfect table surfaces
D – HALLWAYS/FOYERS	
1.	City hall: dust and clean above 6' woodwork and light fixtures

2.	Vacuum corners and behind doors
3.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
E – STAIRWELLS - INTERIOR	
1.	Vacuum corners and behind doors
2.	Dust and clean above 6' all surfaces, woodwork and light fixtures
3.	Clean and polish all doors, glass, door handles, frames, and thresholds inside and out. Clean and polish all interior windows. Remove all dust, smudges, and fingerprints above 6 feet in height
F.	**CONFERENCE ROOMS**
1.	Vacuum corners and behind doors
2.	Vacuum upholstered furniture
3.	Clean total surfaces in accessible areas (fixtures, chairs, file cabinets, storage cabinets, tables, lamps, counters, windowsills/ledges and shelves all height ranges
4.	Remove all cobwebs from walls, ceilings, corners, windows, etc.
G	**Gyms, locker rooms, dressing areas**
1.	Showers- Remove pieces of soap and clean drain
2.	Showers- Wipe down walls with germicidal solution
3.	Thoroughly mop under moveable gym seats

MONTHLY CLEANING REQUIREMENTS

A - OFFICE AREAS	
1.	Vacuum and clean ac vents and returns
2.	Dust and clean wood paneling
3.	All high dusting over 7 feet
4.	Dust all window coverings
B - RESTROOMS	
1.	Vacuum and clean vents, ac vents and returns
2.	All high dusting over 7 feet
C – BREAKROOM/KITCHEN/LUNCHROOM	
1.	Vacuum clean ac vents and returns
2.	All high dusting over 7 feet
3.	Dust all window coverings
D – HALLWAYS/FOYERS	
1.	Vacuum and clean ac vents and returns
2.	Dust all window coverings
E – STAIRWELLS - INTERIOR	
1.	Vacuum and clean ac vents and returns
2.	Dust all window coverings
F – CONFERENCE ROOMS	

1.	Vacuum and clean ac vents and returns
2.	All high dusting over 6'
3.	Dust all venetian blinds and roller shades
G - BREAKROOM/KITCHEN	
1.	Clean interior of refrigerator
H - GYMS, LOCKER ROOMS, DRESSING AREAS	
1.	High dust horizontal surfaces
2.	Clean baseboards

QUARTERLY CLEANING REQUIREMENTS

A - OFFICE AREAS	
1.	All non-carpeted floors (excluding quarry tile) –stripped, machine scrubbed, re-apply floor finish and buff
2.	Vacuum and shampoo upholstered furniture
3.	Vinyl tile floors clean, buff by machine and polish
4.	Clean and shampoo carpet
B - RESTROOMS	
1.	Vinyl & tile floors – clean, disinfect by machine and polish and reseal tile floors with non-slip
C – BREAKROOM/KITCHEN /LUNCHROOM	
1.	Vinyl & tile floors clean, buff by machine and polish
D – HALLWAYS/FOYERS	
1.	Vinyl and tile floors clean, buff by machine and polish
E – STAIRWELLS - INTERIOR	
1.	Vinyl & tile floors clean, buff by machine and polish
2.	City hall – clean and polish brass/chrome or wood fixtures
F – CONFERENCE ROOMS	
1.	All non-carpeted floors (excluding quarry tile) –stripped, machine scrubbed, re-apply floor finish and buff.
2.	Clean and shampoo carpet
3.	Vacuum and shampoo upholstered furniture
G – HALLWAYS/FOYERS	
1.	All non-carpeted floors (excluding quarry tile) –stripped, machine scrubbed, re-apply floor finish and buff
2.	Clean and shampoo carpet

Section - 4 Janitorial and Building Maintenance Services for South Gate Jail

The following cleaning instructions are designed for the purpose of managing maintenance and cleaning duties providing by the cleaning service in order to maintain a safe and clean environment for South Gate personnel exposed to the jail environment and inmates while in the custody of South Gate jail.

Cleaning service personnel must be trained and equipped to handle and clean any bio-hazard material such as blood, urine, saliva, vomit, or feces, and properly dispose of such waste upon removal from the jail facility.

There are the required cleaning and maintenance that must be provided and maintained by the cleaning service seven days of the week since South Gate jail is 24 hr. custody facility. The following cleaning details must be provided by the cleaning service during anytime of the day with the coordination of the on duty jailer, watch commander, jail manager, or administration representative. It is preferred cleaning is conducted during the early morning (9am on forward) due to the limited lighting in the jail and lighter occupancy of inmates.

Daily Duties:

Sweep and mop the jail floors transited by jail personnel and inmates. This includes the jail intake rooms, jail hallways, and jail cells that have been used. The mopping of common areas listed above will be done with one particular color of mop and bucket in order to distinguish and separate mops and water used that are used for common areas and personnel areas such as the jail office and kitchen.

Sweep and mop the jail office and kitchen area with a separate color mop and bucket than the one used in jail cells and common areas.

Clean and empty out all trash from jail cells and jail trash cans.

Clean and disinfect (with a spray) each mattress in jail cell that has been used by inmates and place the mattresses on its side in order to allow the mattress to dry. This also allows staff to observe the jail cell has been cleaned and is ready to be used.

Clean and disinfect (company's choice) toilets and drinking faucets which have been used in each jail cell.

Wipe down and remove all food items or particles from bunk beds and jail cell floors.

Clean and disinfect (company's choice) jail office toilet, sink, with mopping of the floor and emptying the trash from the jail office restroom with a different color mop and bucket.

Monthly Duties:

Provide a dedicated maintenance schedule of detail cleaning which includes the following

duties.

Detail cleaning of jail cell bunks, toilets, sinks, walls, floors, and doors in order to clean all of the crevices which hold dirt, grime, and other bacteria. This can be done in sections and with the supervision of the on-duty watch commander/ jailer in order to manage movement of the inmates in order to accommodate such cleaning. Toilets and sinks must be serviced with some type of solvent or cleaner to help manage water line deposits and corrosion.

Detail cleaning of men's and female jail showers in order to clean and manage soap scum. build up and mold.

Detail cleaning of the jail kitchen sink, oven, and refrigerator.

Detail cleaning of the jail office counters and workstations.

Yearly Duties:

Twice a year, all of the jail cells, including female cells, must be pressured washed which includes the interior of the cells, bars, doors, floors, and walls of the jail. Jail fans must be cleaned and jail phones must be covered with plastic in order to protect them from water damage. After pressure washing the jail, proper ventilation and drying must be managed in order to return the jail cells back to fully operational level. This duty must be coordinated and planned through the on duty watch commander/ jailer or designated jail manager.

Cleaning Equipment and Safety Gear:

Cleaning service personnel must be properly equipped with 2 different color coordinated cleaning equipment (for jail/common areas and for jail kitchen/office area). Cleaning service personnel must provide their own cleaning supplies and equipment in order to achieve the above listed cleaning duties. This includes longer poles for hard to reach areas, effective scrub brushes, and cleaning solvents in order to complete the task. **Cleaning service personnel must also have 2 sets of different color gloves (one color while cleaning jail cells and common areas, and one color while cleaning jail kitchen and jail office area). This is mandated by the State of California in order to prevent the spreading of germs and bacteria from jail cells and inmates to the jail kitchen or jail personnel through cleaning supplies. If only one color is used for cleaning gloves, then they must change gloves when transitioning cleaning duties from jail cell areas to kitchen or office area. Cleaning solvents and labeling must be provided by cleaning service for jail inspections.**

Section – 5 Janitorial and Building Maintenance Services for South Gate Police Department Narcotic Division

Clean once every other week and preferably to schedule it early mornings perhaps on a Tuesday or Wednesday. City will provide cleaning personnel access to the building.

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum
4. Clean restrooms
5. Wipe down desks, counters and table in the conference room, dust all reachable areas.

Section - 6 Work Hours

Work hours for the day porter are anticipated to be eight-hours days – roughly 6:00 a.m. through 3:00 p.m. Monday through Thursday (Police Department, City Hall, Civic Center) and roughly 6:00 a.m. through 3:00 p.m. Friday through Sunday (Police Department). Work hours for night crews are anticipated to be between 6:00 p.m. and 6:00 a.m. Monday through Friday. Cleaning at the Police Department will be performed during a special timeline delineated by the Department. The start times for each of the above custodial activities will vary by scheduled building use. At times when the Contractor is not performing building custodial duties, time will be spent as directed by the Maintenance Supervisor or his/her designee. The Contractor shall adjust the work schedule to accommodate evening meetings or late work. If an emergency arises, the Contractor may be called to furnish services at hours and days outside the normal working schedule. Such work shall be agreed upon as an extra work item. Appendix C shows a sample typical weekly schedule for the activities required.

The Contractor is responsible for providing these services seven day a week at the Police Department, and five days a week at other city buildings, 52 weeks per year, with the exception of the City holidays, as listed in this RFP.

Section – 7 Workmanship and Quality Level

All work shall be performed by experienced custodial technicians directly employed and supervised by the Contractor. The Contractor shall be responsible for the skills, methods and actions of his/her employees.

On a monthly basis, the Maintenance Superintendent or his/her designee shall arrange a walk through to check all facilities with the Contractor. A schedule will be established at startup of the new contract. Any discrepancies observed shall be corrected by the Contractor within an eight (8) hour period.

The Contractor shall cooperate with the representative authorized by the City to enable him/her to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give his/her personal supervision to the work and be available for consultation with the Maintenance Supervisor or his/her designee.

Keys, and security fobs, and security codes will be issued to the contractor's personnel separately as approved and acknowledged through a City Property Issuance Form from the CITY OF SOUTH GATE, and shall not be shared, reproduced or loaned to other parties. Lock

boxes are setup onsite at each building for keys to remain on property. Each person will be issued a lock box and its code. The buildings will be accessed with a main key and or fob. At termination of this contract or when an employee is no longer assigned to the City, all keys and fobs issued by the City will be returned immediately. At termination of the contract, keys and fobs must be returned before final payment of this contract is approved.

Section – 8 Quality of Employees

The City requires employees of the highest customer service and moral standards. The Contractor must be able to communicate effectively in English both orally and in writing. The City reserves the right to prohibit individuals not meeting these standards from performing services under the contract.

The Contractor is to perform services described in this proposal to no less than the standards set forth by the City. The Contractor must have excellent interpersonal skills, as the work will require them to work without City staff oversight, and will require dealing with the public at all times. The user's impression of the CITY OF SOUTH GATE will be based on the Contractor's attitude and ability. Some of the user groups can be extremely challenging and will require extra care and handling.

Contract No._____

Exhibit "B"

Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit "B" cover page.

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

Name of Contractor: Merchants Building Maintenance

In accordance with the Request for Proposal (RFP) for Custodial and Maintenance Services, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

TASK A: ANNUAL CUSTODIAL AND MAINTENANCE SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Extended Price
1.	South Gate City Hall, 8650 California Avenue, South Gate, CA 90280	Month	12	$3,235.10	$38,821.20
2.	South Gate Civic Center – Human Resources, 8680 California Avenue, South Gate, CA 90280	Month	12	$1,526.00	$18,312.00
3.	South Gate Police Department, 8620 California Avenue, South Gate, CA 90280	Month	12	$9,987.00	$119,844.00
4.	South Gate Jail Facility, 8620 California Avenue, South Gate, CA 90280	Month	12	$4,176.00	$50,112.00
5.	South Gate Police Department, 4244 Santa Ana Street, South Gate, CA 90280	Month	12	$3,780.00	$45,360.00
6.	South Gate Police Department, 8634 Garfield Ave, South Gate, CA 90280	Month	12	$431.00	$5,172.00
7.	South Gate Public Works Corporate Yard, 4244 Santa Ana Street, South Gate, CA 90280	Month	12	$2,991.00	$35,892.00
SUB-TOTAL TASK A – ANNUAL CUSTODIAL AND MAINTENANCE SERVICES (ITEMS 1 THROUGH 7)					$313,513.20

OPTIONAL TASK B: AS NEEDED SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Extended Price
1.	Man-hour Crew - as needed (M-F, normal business hours) [2]	Hours	200	$ 23.50	$4,700.00
2.	Man-hour Crew - as needed (nights) [2]	Hours	200	$23.50	$4,700.00
3.	Man-hour Crew - as needed (weekends and/or holidays) [2]	Hours	200	$ 24.50	$ 4,900.00
SUB-TOTAL TASK B – AS NEEDED SERVICES (ITEMS 1 THROUGH 3)					$ 14,300.00

OPTIONAL TASK C: COVID-19 CLEANING AND DISINFECTING SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Extended Price
1.	City Hall- Civic Center- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Month	12	$2,303.35	$27,640.20
2.	Police Department- South Gate Jail Facility- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Month	12	$2,303.35	$27,640.20
3.	Public Works Corporate Yard- 4 hours daily, 5 days per week (M-F, normal business hours) [1-3]	Month	12	$2,303.35	$27,640.20
SUB-TOTAL TASK C – COVID-19 CLEANING & DISINFECTING SERVICES (ITEMS 1 THROUGH 3)					$82,920.60

[1] Unit Price shall include mark-ups, overhead, and profit.

[2] Payments will be made based on time and material.

[3] The City reserves the rights to augment or reduce the scope of work and any or all Optional Items as the City deems necessary and shall terminate upon thirty (30)

days' notice.

ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE

The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.

ANNUAL COST OF CUSTODIAL AND MAINTENANCE SERVICES CONTRACT - GRAND TOTAL (SUM OF TASKS A THROUGH TASK C), (written in numbers):

$ 410,733.80

ANNUAL COST OF CUSTODIAL AND MAINTENANCE SERVICES CONTRACT - GRAND TOTAL (SUM OF TASKS A THROUGH TASK C), (written in words):

Four Hundred Ten Thousand Seven Hundred Thirty-Three and Eighty Cents

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Unit Prices specified for duration of the three-year term of the Agreement.

The undersigned represents that he/she is authorized to submit the Proposal on behalf of the Contractor. Contractor acknowledges that said Proposal shall remain valid for a period of 120 days and may not be withdrawn during such period.

CONTRACTOR

Signature — Date: 05/02/2022

Connor Haas — Print Name

Regional Manager — Title

95-4558242
Social Security or Taxpayer ID Number

JS - LR - 000013892
DIR Registration Number

Office of the
South Gate City Clerk

MAY 21 2026

FILED

1:01 pm

Item No. 9

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2025-26-AC FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING FOR STAFF AUGMENTATION

PURPOSE: To approve Amendment No. 2 to Contract No. 2025-26-AC ("Amendment No. 2") with Willdan Engineering ("Willdan") to continue staff augmentation services through June 30, 2026 and provide services for the vacant Street and Sewer Superintendent position.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2025-26-AC with Willdan Engineering ("Agreement") 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. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 2 to the Agreement will be funded with $28,062 General Fund salary savings from the budgeted vacant Street and Sewer Superintendent position. The total revised contract amount is $204,319.

ANALYSIS: On June 13, 2023, the City Council approved a policy that authorizes staff to fund temporarily, contract staff augmentation services with salary savings from vacant positions ("Policy"). Under this authority, the City Manager administratively approved Contract No. 2025-26-AC to provide staff augmentation services to temporarily fill the vacant Street and Sewer Superintendent position in the not to exceed amount of $49,980.

At its July 8, 2025, meeting, the City Council approved Amendment No. 1 to this agreement to extend this agreement for an additional nine (9) months in the not to exceed amount of $126,277. The term of Amendment No. 1 expired on April 8, 2026.

BACKGROUND: The Street and Sewer Superintendent is a key leadership position within the Public Works Department, responsible for overseeing the daily operations of the Field Operations Division, including the maintenance and repair of streets, sidewalks, storm drains, sewers, trees and right-of-way infrastructure. The Superintendent ensures that work is scheduled efficiently, crews are properly staffed and equipped, and that projects and maintenance activities are executed

in alignment with City standards, safety protocols, and service expectations. This position serves as a critical bridge between high-level management and field-level operations, translating departmental goals into actionable work plans and supervising front line supervisors and field crew.

In January of 2025, the Street and Sewer Superintendent position became vacant due to resignation. As such, on May 12, 2025, the City Manager administratively approved Contract No. 2025-26-AC with Willdan in the amount of $49,980.00 to provide operational and administrative support while the scope of duties for the position are being evaluated and the position to eventually be recruited for.

The agreement was subsequently amended and extended via Amendment No. 1 after recruitment efforts failed to yield qualified candidates for the position. The proposed Amendment No. 2 will extend the agreement retroactively from April 8, 2026, through June 30, 2026, to comply with applicable Cal PERS mandates for the use of consulting services in a given fiscal year while the Public Works Department actively continues recruiting and exploring re-organization efforts to fill this vacancy.

ATTACHMENTS: A. Proposed Amendment No. 2 (including Exhibit A)
B. Contract No. 2025-26-AC (Willdan Engineering)*

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

EM:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2025-26-AC FOR PROFESSIONAL STAFF AUGMENTATION SERVICES BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING

This Amendment No. 2 to Contract No. 2025-26-AC for Professional Staff Augmentation Services ("Agreement") is made and entered into on May 26, 2026, by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on May 12, 2025, the City Manager approved Contract No. 2025-26-AC with Consultant for Staff Augmentation Services ("Agreement"), in the amount of **Forty-Nine Thousand Nine Hundred Eighty Dollars ($49,980);**

WHEREAS, on July 8, 2025, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1"), in an amount not to exceed **One Hundred Twenty-Six Thousand Two Hundred Seventy-Seven Dollars ($126,277),** under the terms and conditions of the Agreement, bringing the aggregate total to **One Hundred Seventy-Six Thousand Two Hundred Fifty-Seven Dollars ($176,257).**

WHEREAS, City and Consultant desire to execute Amendment No. 2 to the Agreement("Amendment No. 2"), in an amount not to exceed **Twenty-Eight Thousand Sixty-Two Dollars ($28,062),** under the terms and conditions of the Agreement, bringing the aggregate total to **Two Hundred Four Thousand Three Hundred Nineteen Dollars ($204,319).**

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 as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

1.2 COMPENSATION. The total amount of compensation for Amendment No. 2 shall not exceed the sum of **Twenty-Eight Thousand Sixty-Two Dollars $28,062.** City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No.2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 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, **terminating no later than June 30, 2026,** unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

DRAFT

By: _____
Raúl F. Salinas, City Attorney

WILLDAN ENGINEERING:

By: _____
Adel M. Freij, PE
Director-Engineering

Dated: _____

Office of the
South Gate City Clerk

MAY 21 2026
FILED
1:01 pm

Item No. 10

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: AGREEMENT WITH DANNY LETNER INC. DBA LETNER ROOFING COMPANY, FOR THE CONSTRUCTION FOR THE CITY HALL REROOF PROJECT, CITY PROJECT NO. 732-ARC

PURPOSE: To award a construction services agreement to Danny Letner Inc. Dba Letner Roofing Company (Letner Roofing) for the construction of the City Hall Reroof City Project.

RECOMMENDED ACTIONS: The City Council will consider:

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

FISCAL IMPACT: The proposed Agreement is for an amount not to exceed $579,069 and it will be funded with Building and Infrastructure Maintenance (BIM) Funds. The project is budgeted in the Fiscal Year 2025/26 Capital Improvement Program in the amount of $1 Million, as summarized below:

	BIM Funds
Staff Time/Design	$156,170
Construction	$579,069
Construction Management/ Inspection	$85,011
Contingency	$179,750
Total Budget	**$1,000,000**

ANALYSIS: The proposed contract was procured through a competitive process. Construction was advertised for bids. Letner Roofing submitted the lowest bid in the amount of $579,069. After the bid analysis was completed, their bid was confirmed to be responsible and responsive. The City Council is recommended to award Letner Roofing the construction contract.

BACKGROUND: The existing City Hall roof is in a state of disrepair and has experienced multiple leaks during rain events, adversely impacting City operations and creating the potential for further interior damage if not addressed. To address these issues, the City is in the process of implementing the City Hall Reroof Project. The Project includes the removal and replacement of the existing roof system, including the concrete roof tiles, underlayment, and wood battens. The improvements will help protect the building from future water intrusion, extend the useful life of the facility, and reduce ongoing maintenance and repair needs.

The City solicited bids on March 17, 2026, for the project and received a total of six (6) bids on April 20, 2026. After review, Letner Roofing was determined to be the lowest responsive and responsible bidder. The six bids are summarized below:

Bidder Name	Base Bid	Additive Alt. 1	Additive Alt. 2	Total
Letner Roofing	$571,019	$8,000	$50	$579,069
Southland Roofing	$601,000	$4,000	$5,000	$610,000
Courtney	$647,061	$135,500	$350	$782,911
Solar Roofing	$711,494	$4,250	$300	$716,044
Best Construction	$808,794	$5,500	$275	$814,569
AME Builders	$958,894	$135,500	$0	$1,094,394

Staff recommends awarding a construction contract in the amount of $579,069 to Letner Roofing.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(a) exemption for maintenance of existing infrastructure.

Construction is planned to begin in July 2026 and be completed within two months.

ATTACHMENTS:
A. Proposed Agreement
B. Bid
C. Location Map
D. Notice of Exemption

LC:ky

AGREEMENT FOR THE CITY HALL REROOF PROJECT, CITY PROJECT NO. 732-ARC BETWEEN THE CITY OF SOUTH GATE AND DANNY LETNER INC. DBA LETNER ROOFING COMPANY

This Agreement for the City Hall Reroof City Project No. 732-ARC ("Agreement"), is made and entered into on May 26 2026, by and between the City of South Gate, a municipal corporation ("City"), and Danny Letner Inc. Dba Letner Roofing Company, a California Corporation, License No. 689961 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the City Hall Reroof City Project No. 732-ARC.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sums of **Five Hundred Seventy-Nine Thousand Sixty Nine Dollars ($579,069)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works and shall complete all work within one hundred twenty (120) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on May 26, 2026.

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT YG
Raul F. Salinas, City Attorney

DANNY LETNER INC. DBA LETNER ROOFING COMPANY:

By: _____
CEO/President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED:_____

DANNY LETNER, INC. DBA LETHNER ROOFING CO.:

By:_____
Richard Olson, Vice President

ATTEST:

By: _____
Signature

_____
Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.

2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsements signed by an authorized representative of the insurance company are required.

3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.

4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage and so indicate on the face of the Certificate under that heading or by separate endorsement.

5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.

6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

   Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits of no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

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

CITY HALL REOOF PROJECT, CITY PROJECT NO. 732-ARC

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Danny Letner Inc. Dba Letner Roofing Company, ("Contractor" herein) a Contract for:

CITY HALL REOOF PROJECT, CITY PROJECT NO. 732-ARC; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Five Hundred Seventy Nine Thousand Sixty Nine Dollars ($579,069)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

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

CONTRACTOR NAME:

By: _____
Name

Title: President

_____
_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By: _____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

_____
Raul F. Salinas, City Attorney

CITY HALL REOOF PROJECT, CITY PROJECT NO. 732-ARC

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Danny Letner Inc. Dba Letner Roofing Company, ("Contractor" herein) a Contract for the work described as follows:

CITY HALL REOOF PROJECT, CITY PROJECT NO. 732-ARC

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Five Hundred Seventy Nine Thousand Sixty Nine Dollars ($579,069)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2026.

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

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

Signed _____

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2026.

_____
Notary Public

(Attach Notary Certificate)

CONTRACTOR'S CHECKLIST

The Contractor shall submit the following items with this proposal:

Specification Page No.	Item	Check
20	List of Sub-Contractors	☑
24	Contractor's Industrial Safety Record.	☑
25	Contractor's Qualification Statement	☑
26	Contractor's Organization Statement and Performance History	☑
28	Additional Information and/or Comments	☑
29	Equals	☑
30	Certification of Non-Discrimination and Affirmative Action.	☑
31	10% Bid Security Forms for Check or bond to accompany bid.	☑
32	Bid bond.	☑
33	Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws.	☑
48	Non-Collusion Affidavit	☑

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

Contractor Name: Danny Letner, Inc. dba Letner Roofing Company

PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL OF THE
CITY OF SOUTH GATE, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A bid bond in favor of the City of South Gate for**

Fifty-seven Thousand Nine Hundred Fifty-one Point Ninety Dollars ($ 57,951.90)
(10% of total bid amount)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of South Gate. The face amount of bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instructions to Bidders, Proposal Forms, the Bid Schedules, the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Worker's Compensation Insurance Certificate, the Construction Agreement, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice to him of acceptance of his bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.

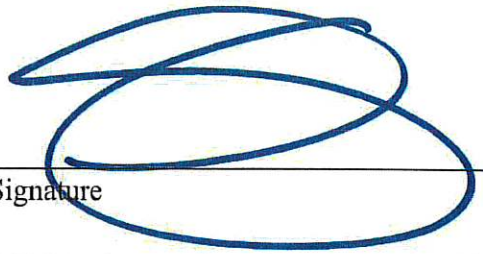
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received
1 & 2

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

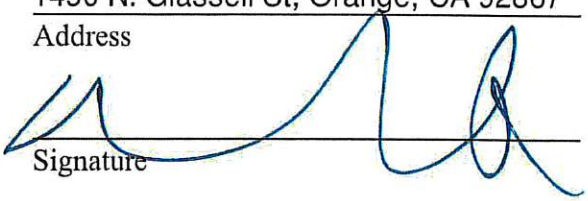


Signature

By Stuart Hein

1490 N. Glassell St, Orange, CA 92867
Address

Corporate Secretary
Title



Signature

By Richard Olson

(714)633-0030
Telephone Number

Vice President
Title

License No. 689961 Classification License Expiration Date B, C39, C43; 6/30/2026

DIR Registration No. 1000002763

* Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond)

Western Surety Company
Name of Surety

Martha J. Chase
Name of Local Representative

1000 Wilshire Blvd., Suite 1800,
Los Angeles, CA 90017
Address

5455 Wilshire Blvd., Suite 2106,
Los Angeles, CA 90036
Address

(213) 452-5961
Telephone Number

(323) 988-4546
Telephone Number

Best Key Rating

A
Grade

XIII
Class

***Note:** Surety information is required as part of this proposal, failure to provide such information will cause this bid to be informal and subject to rejection.

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

Contractor's Name Danny Letner, Inc. dba Letner Roofing Company

Honorable Mayor and City Council
South Gate, California:

April 20, 2026

In accordance with Notice Inviting Bids for

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

The undersigned declares that he/she has carefully examined Plans and Specification for this project and read notice to bidders, and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the work outlined therein at the following prices:

Section 3-7.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on performance of any other bid items, no adjustment in bid prices for any items will be provided.

BASE BID					
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1	Mobilization	LS	1	$5,000.00	$5,000.00
2	Demolition	LS	1	$174,000.00	$174,000.00
3	Asbestos Abatement, complete	LS	1	$20,000.00	$20,000.00
4	Procure and install Batten Wood	LS	1	$10,000.00	$10,000.00
5	Procure and install roof tiles	SF	34,200	$8.00	$273,600.00
6	Procure and Install flashing, complete	LF	1727	$3.00	$5,181.00
7	Furnish and install the rigid foam at the existing embedded gutter	LF	554	$2.00	$1,108.00
8	Furnish and install pipe penetration flashing	EA	1	$50.00	$50.00

9	Procure and install waterproof underlayment	SF	34,200	$2.40	$82,080.00

Additive Alternative Schedule 1					
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
A1.1	Paint Copula	LS	1	$8,000.00	$8,000.00

Additive Alternative Schedule 2					
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
A2.1	Remove, Furnish, and Replace All Roof Vents and Pipe Penetrations	EA	10	$50.00	$500.00

TOTAL BASE BID AMOUNT IN NUMBERS:

$571,019.00

TOTAL BASE BID AMOUNT IN WORDS:

Five Hundred Seventy-one Thousand Nineteen Dollars

TOTAL ADDITIVE ALTERNATIVE SCHEDULE 1 AMOUNT IN NUMBERS:

$8,000.00

TOTAL ADDITIVE ALTERNATIVE SCHEDULE 1 AMOUNT IN WORDS:

Eight Thousand Dollars

TOTAL ADDITIVE ALTERNATIVE SCHEDULE 2 AMOUNT IN NUMBERS:

$500.00

TOTAL ADDITIVE ALTERNATIVE SCHEDULE 2 AMOUNT IN WORDS:

Five Hundred Dollars

The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License:

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated herein do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto. In case of any discrepancy between Item Total Prices and Total Base Bid, the Item Total Prices shall prevail and the Total Base Bid shall be adjusted to conform to the Item Total Prices.

The Contract shall then be awarded to the lowest qualified bidder based on the Total Base Bid.

Contractor: Danny Letner, Inc. dba Letner Roofing Company

License No: 689961 Email Address bids@letner.com

Expiration date: 6/30/2026

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: 1000002763

Name: Stuart Hein Title: Corporate Secretary

Signature:

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

NAME OF BIDDER Danny Letner, Inc. dba Letner Roofing Company

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 Alliance Contracting Services Inc. — Demolition & Abatement

   Address 1777 Neptune Dr, San Leandro, CA 94577

   License No. 948348 — Email Address rooftear@sbcglobal.net

   Classification B, C39, C22, ASB

   Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: 1000002516

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 _____

CONTRACTORS STATE LICENSE BOAR

Contractor's License Detail for License # 948348

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/25/2025 1:40:58 PM

Business Information

ALLIANCE CONTRACTING SERVICES INC
1777 NEPTUNE DRIVE
SAN LEANDRO, CA 94577
Business Phone Number:(510) 667-9934

Entity Corporation
Issue Date 06/05/2010
Expire Date 06/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C39 - ROOFING
- C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

- ASB - ASBESTOS (Check DOSH Asbestos Registration)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with PHILADELPHIA INDEMNITY INSURANCE COMPANY.
Bond Number: PB10165401652
Bond Amount: $25,000
Effective Date: 05/20/2025
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual OMAR CUEVAS GARRIDO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/21/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:8214782
Effective Date: 07/23/2025
Expire Date: 07/23/2026
Workers' Compensation History

Miscellaneous Information

- 08/21/2015 - DOSH REGISTRATION VERIFIED FOR C22

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Back to Top

Conditions of Use

Privacy Policy

Accessibility

Accessibility Certification

Copyright © 2025 State of California

DIR State of California Department of Industrial Relations
ESTD 1927

1000002516 - Alliance Contracting Services

Customer Account Lookup

PWCR	Legal Entity Name
1000002516	Alliance Contracting Services
Contractor Status	Doing Business As (DBA)
DIR Approved	Alliance Contracting Services
CSLB	Business Structure
948348	-- None --
Business Phone	President
5107199033	Omar Garrido
Ext	Email
	rooftear@sbcglobal.net
Registration Start Date	Registration End Date
2025-07-01	2027-06-30

Crafts

Roofing · Asbestos and Lead Abatement (Laborer)t

Address

Mailing Address	Physical Address
1777 Neptune Drive	
Mailing Address - City	Physical Address - City
San Leandro	
Mailing Address - State	Physical Address - State
CA	
Mailing Address - Zip	Physical Address - Zip
94577	
Mailing Address - Country	Physical Address - Country
United States	

Related Lists

Registration Dates 11

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: _____

Project:

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year

Year	2021	2022	2023	2024	2025	TOTAL	Current Year
1. No. of Contracts	304	313	314	345	405	1,681	108
2. Total dollar amount of contracts (in thousands of $)	232,000,000	261,000,000	280,000,000	310,000,000	373,000,000	1,456,000,000	145,666,404
* 3. No. of fatalities	0	0	0	0	0	0	0
* 4. No. of lost workday cases	3	5	3	3	1	15	0
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	2	0	1	0	0	3	0
* 6. No. of lost workdays	484	235	331	101	133	1,284.00	0

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and illnesses. OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Danny Letner, Inc. dba Letner Roofing Company
Name of Bidder (print)

Signature

1490 N. Glassell St,
Address

689961, B, C39, C43
State Contractors' License. No. & Classification

Orange, CA 92867
City Zip Code

(714)633-0030
Telephone

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 Park West HS Scope 'F'

   Description Client: Pomona Unified School District, Roofing 100%, Re-Roof.

   rmendoza@ericksonhall.com

Arash Mir	Director, Maintenance & Operations	909-397-4800 x 23900
Person to Contact	Job Title	Phone No.
Pomona, CA	$649,000.00	9/15/2025
City	Contract Amount	Date Completed

2. Project Name HBHS BLGD. J Roofing Project

   Description Client: Huntington Beach Union High School District, Roofing 100%, Re-Roof

   rwalsh@hbuhsd.edu

Richard Walsh	Facilities & Construction Manager	714-536-7521
Person to Contact	Job Title	Phone No.
Huntington Beach, CA	$530,000.00	9/9/2025
City	Contract Amount	Date Completed

3. Project Name Lions Center Re-Roofing Project / #2023-03

   Description Client: City of Brawley - c/o: Parks and Recreation Department, Roofing 100%, Re-Roc

Ana Gutierrez	Public Works Analyst	760-587-4320 agutierrez@brawley-ca.g
Person to Contact	Job Title	Phone No.
Brawley, CA	$509,700.00	7/25/2024
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed *Stuart Hein* Title Corporate Secretary

Dated this 20 day of April, 2026

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: Danny Letner, Inc. dba Letner Roofing Company
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): 1490 N. Glassell St, Orange, CA 92867

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? 32 From 1994 to 2026

(b) As a Subcontractor? 32 From 1994 to 2026

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.

Letner Roofing has completed over 500 public works contracts in the past 10 years- for additional information please reques

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
Esperanza Elementary School	6/21/2024	Los Angeles Unified School District, 213-241-1164, Ericka King
Bases Portable Buildings @ Multiple Sites	10/31/2024	Temecula Valley Unified School District, Eric Johnston, 951-294-6010
Cerritos Center for Performing Arts	10/31/2024	City of Cerritos, Amandeep Mann, 562-916-1219

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 / N/A

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

TRADE NAMES OR EQUALS

The undersigned desires to use the material product, process, equipment, or service described below as "an equal" to such item as specified.

In accordance with the provisions under 4-6 of the Standard Specifications for Public Works Construction (Greenbook), if the City shall find any such item so described as equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor materials, equipment, and incidentals required to perform the work.

Contractor's Name Danny Letner, Inc. dba Letner Roofing Company

Phone No. 714-633-0030 Contractor's Address 1490 N. Glassell St, Orange, CA 92867

Materials, Apparatus, Service or Equipment Specified for Which Bidder Proposes "An Equal"		**Complete Description of Materials, Apparatus, Service or Equipment Specified for Which the Bidder Desires to Use as "An Equal" and Name of Subcontractor if Different**
Eagle Roofing Products		Per Specs

CERTIFICATION OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment: and that it agrees to demonstrate positively aggressively in principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

Danny Letner, Inc. dba Letner Roofing Company
Firm

Signature

Stuart Hein, Corporate Secretary
Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

None / N/A

CITY HALL REROOF PROJECT
CITY PROJECT NO. 732-ARC

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of South Gate for:

N/A - Bid Bond Attached Dollars

($_____)

thus amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of South Gate provided this proposal shall be accepted by the City of South Gate through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall not be less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we Danny Letner, Inc. dba Letner Roofing Company as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of South Gate in the sum of: Ten Percent of the total amount of the bid in, (words) Dollars ($ 10% of total amount bid in Dollars), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded Danny Letner, Inc. dba Letner Roofing Company for the **CITY HALL REROOF PROJECT, CITY PROJECT NO. 732-ARC**.in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded Danny Letner, Inc. dba Letner Roofng Company, his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 30th day of March, 20 26.

Danny Letner, Inc. dba Letner Roofing Company

Title Richard Alcorn, Vice President

Title Stuart Heinz, Corporate Secretary
Western Surety Company

Title Martha J. Chase, Attorney-in-Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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)
)ss.
COUNTY OF LOS ANGELES)

On March 30, 2026 before me, Mildred Aknin, Notary Public, personally appeared Martha J. Chase, 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.

MILDRED AKNIN
COMM. #2409653
Notary Public · California
Los Angeles County
My Comm. Expires July 2, 2026

NRO1 NRO1

_____ (Seal)
, Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Martha J. Chase, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-In-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of Maarch, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

ACKNOWLEDGMENT

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 Orange)

On 4-20-24 before me, Louise Cecile Mendum
(insert name and title of the officer)

personally appeared Stuart Hein & Richard Olson,
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.

LOUISE CECILE MENDUM
Notary Public - California
Orange County
Commission # 2528701
My Comm. Expires Aug 1, 2029

Signature Louise C. Mendum (Seal)

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business & Professions Code § 7028.15]
[Public Contact Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that or entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor with in this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.
(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b. If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c. This section shall not apply to a joint venture license as required by Section 7029.1. However, at the time of making a bid as a joint venture each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

d. This section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e. Unless one of the foregoing exceptions applies a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the forgoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or

employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

f. Any compliance or non compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g. A public employee or official shall not be subject to a citation pursuant to this section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the Contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Stuart Hein, Corporate Secretary

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

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

Signed _____

Corporate Secretary
Title

Subscribed and sworn to before me this 20th day of APRIL, 2026

Louise C. Mendum
Notary Public

(Attach Notary Certificate)

LOUISE CECILE MENDUM
Notary Public - California
Orange County
Commission # 2328701
My Comm. Expires Aug 1, 2029

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 ORANGE

Subscribed and sworn to (or affirmed) before me on this 20th day of APRIL, 2026, by STUART HEIN,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

LOUISE CECILE MENDUM
Notary Public - California
Orange County
Commission # 2528701
My Comm. Expires Aug 1, 2029

(Seal)

Signature Louise C. Mendum

City of South Gate

8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS/
ASSISTANT CITY MANAGER

DATE: March 19, 2026

TO: Prospective Bidders

FROM: Lorenzo Camargo, Associate Engineer

SUBJECT: ADDENDUM #1: City Hall Reroof Project, City Project 732-ARC.

This addendum consists of fifteen (15) pages.

Please note the following changes and/or additions to the Project Plans and Specifications for the above reference project. The contractor shall acknowledge receipt and acceptance of this Addendum on Planet Bids and acknowledge and accept this Addendum with authorized signature on the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the bid.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarifications, additions & deletions are made to the Specifications for the above referenced project:

1. **Replace pages NIB-1 of the Notice of Inviting Bids in its entirety as attached.**

   The date for the pre-bid conference has been updated.

2. **Add City Hall As-builts to the Exhibit Section in its entirety as attached.**

3. **Add photos of City Hall Roof to the Exhibit Section in its entirety as attached.**

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.

Stuart Hein, Corporate Secretary — 4/20/2026

Signature and Title — **Date**

City of South Gate

8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS/
ASSISTANT CITY MANAGER

DATE: April 9, 2026

TO: Prospective Bidders

FROM: Lorenzo Camargo, Associate Engineer

SUBJECT: ADDENDUM #2: City Hall Reroof Project, City Project 732-ARC.

This addendum consists of Nine (9) pages.

Please note the following changes and/or additions to the Project Plans and Specifications for the above reference project. The contractor shall acknowledge receipt and acceptance of this Addendum on Planet Bids and acknowledge and accept this Addendum with authorized signature on the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the bid.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarifications, additions & deletions are made to the Specifications for the above referenced project:

1. **Replace Section 07 3200 of the Specifications in its entirety as attached.**

   Underlayment material has been updated

PLANS:

The following clarifications, additions & deletions are made to the Plans for the above referenced project:

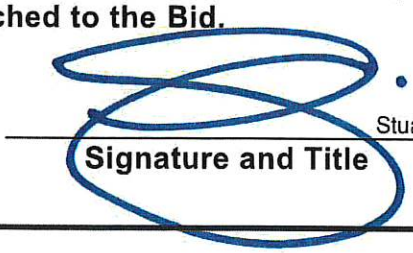
1. **Replace Sheet A3.0 of the Plans in its entirety as attached.**

   The concrete tile product call out has been updated.

END OF ADDENDUM #2 ADDENDUM

ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.



Stuart Hein, Corporate Secretary — **Signature and Title**

4/20/2026 — **Date**

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS

OF

DANNY LETNER, INC.

Pursuant to California *Corporations Code* § 307(b), the undersigned, constituting all of the directors of Danny Letner, Inc., a California corporation (the "Corporation"), hereby unanimously adopt, approve and consent to the following actions and resolutions without a meeting:

1. **Election of Officers**

WHEREAS, the Directors have determined that it is in the best interest of the Corporation to elect new officers;

RESOLVED, the following persons are duly nominated and unanimously elected to the offices indicated after their name

Dennis K. Olson	- President/Chief Executive Officer
Richard B. Olson	- Vice President/Chief Commercial Officer
Oscar Quezada	- Chief Operations Officer
Stuart Hein	- Secretary

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent of Directors on the date below written.

Dated: August 21, 2025

Dennis K. Olson, Director

Richard B. Olson, Director

John G. White, Director

Letner
ROOFING CO.

55 ANNIVERSARY 1957 - 2013

Lic No 689961

Date: 5/28/2015

Corporate Resolution

I Dennis Olson, the undersigned Officer/Owner/Partner of: Danny Letner Inc., dba Letner Roofing Co.
do authorize the following person(s) to sign Contracts, Conditional and Releases on
Unconditional Lien behalf of the corporation/company/partnership.

Richard Olson
Printed Name

Signature
Vice President
Title

Stuart Hein
Printed Name

Signature
Corporate Secretary
Title

German Gonzalez
Printed Name

Signature
Assistant Vice President
Title

Any Contract and all Lien Releases executed by the above named individual(s) shall be binding upon the corporation/company/partnership.

Danny Letner Inc.,dba Letner Roofing Co.
Company Name (Please type or print)

By:
Signature* **Dennis Olson**

President
Title

Approval must be from an Officer/Owner/Partner of the Company. This form must be completed, dated and kept current with authorized signers names and signatures. The current dated copy of this form will supercede the prior form submitted. Only one form per company will be accepted.

1490 N. Glassell
Orange, CA 92867

e-mail letner@letner.com
www.letner.com

714.633.0030
Fax 714.633.0280

STATE OF CALIFORNIA

dca

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **689961**

Entity CORP

Business Name DANNY LETNER INC DBA LETNER ROOFING COMPANY

Classification(s) B C43 C39

Expiration Date 06/30/2026

www.cslb.ca.gov

CSLB

Contractor's License Detail for License # 689961

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

DANNY LETNER INC
DBA LETNER ROOFING COMPANY

1490 N GLASSELL STREET
ORANGE, CA 92867
Business Phone Number:(714) 633-0030

Entity Corporation
Issue Date 06/08/1994
Expire Date **06/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C43 - SHEET METAL
- C39 - ROOFING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 58685073

Bond Amount: $25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DENNIS KEITH OLSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/12/2016

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the FEDERAL INSURANCE COMPANY

Policy Number:54326570
Effective Date: 07/01/2023
Expire Date: 07/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
54822 - Waterproofing-high wage
5553 - Roofing-high wage
55421 - Sheet Metal Work-high wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

1000002763 - DANNY LETNER, INC.

Customer Account Lookup

PWCR
1000002763

Legal Entity Name
DANNY LETNER, INC.

Contractor Status
DIR Approved

Doing Business As (DBA)
LETNER ROOFING COMPANY

CSLB
689961

Business Structure
Corporation - C corp

Business Phone
(714)633-0030

President
Dennis Olson

Ext

Email
amata@letner.com

Registration Start Date
2025-07-01

Registration End Date
2028-06-30

Crafts
Roofing Sheet Metal Worker

Address

Mailing Address
1490 N GLASSELL

Physical Address

Mailing Address - City
ORANGE

Physical Address - City

Mailing Address - State
CA

Physical Address - State

Mailing Address - Zip
92867

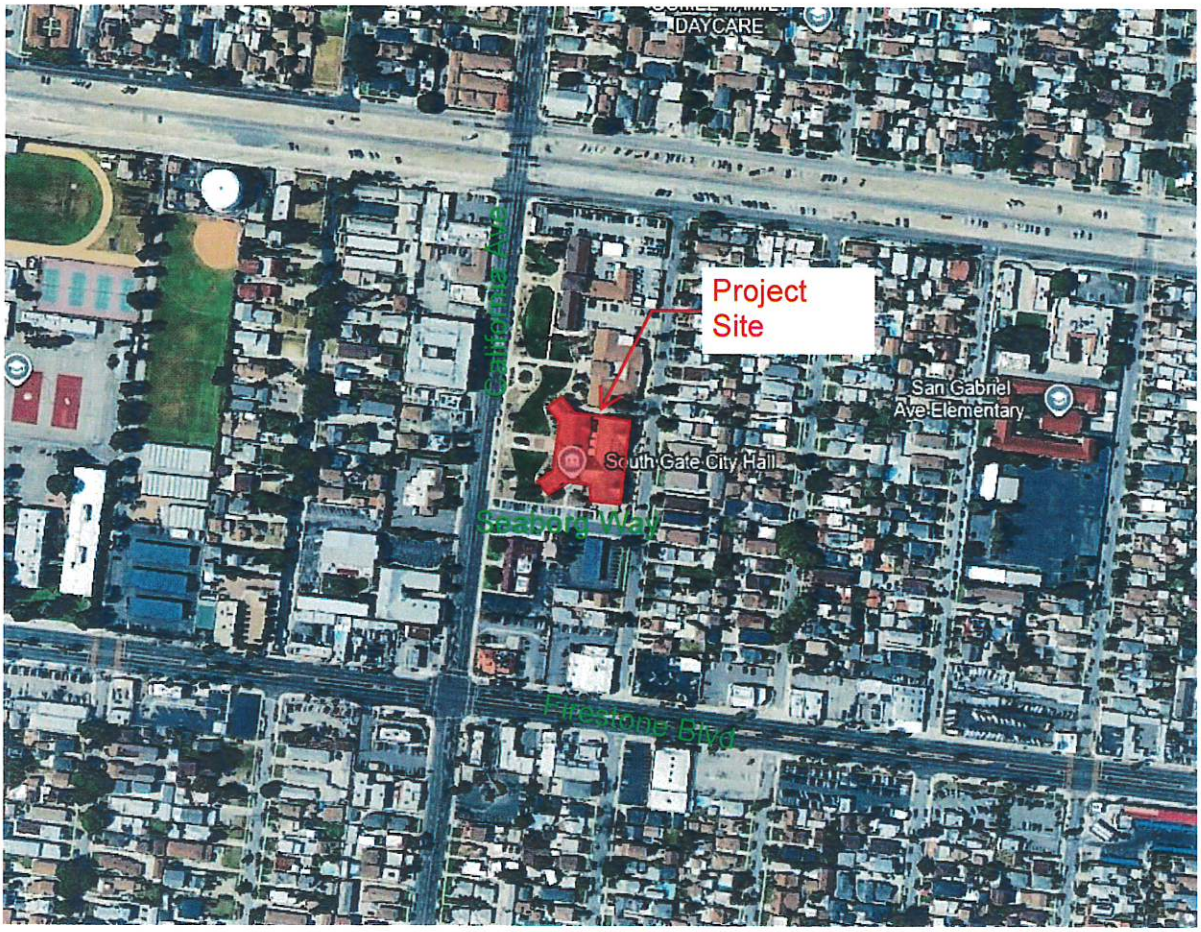
Physical Address - Zip

Mailing Address - Country
UNITED STATES

Physical Address - Country

Related Lists

Registration Dates 8


DAYCARE
Project Site
San Gabriel Ave Elementary
South Gate City Hall
Seaport Way
Firestone Blvd

Attachment D
Agenda Item 5.F.6.a

NOTICE OF EXEMPTION

TO:	County Clerk/Registrar-Recorder County of Los Angeles Environmental Filings 12400 E. Imperial Hwy Norwalk, CA 90650	**FROM:**	Public Works Department City of South Gate 8650 California Avenue South Gate, CA 90280-3075

Project Title and Location (including county):

City Hall Reroof - City Project No. 732-ARC

Project location: The project is located at 8650 California Ave, County of Los Angeles, California

Project Description: Replacement of existing roof system.

Name of Public Agency Approving Project:
City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:
Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080 (b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☒ Categorical Exemption: Section: 15301 Class: 1(d)
- ☐ Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:
This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(d) for the repair, maintenance or minor alterations of existing public facility and mechanical equipment.

Lead Agency Contact Person and Phone Number:
Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9567 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

	Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works	
Signature	**Printed Name and Title**	**Date**

Office of the
South Gate City Clerk

MAY 21 2026

FILED

11:43 am

Item No. 11

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes — *Arturo Cervantes*

City Manager: Rob Houston — *Rob Houston*

SUBJECT: AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITY HALL REROOF PROJECT, CITY PROJECT NO. 732-ARC

PURPOSE: To approve a professional services agreement with NV5, Inc. ("NV5") to perform construction management and inspection services for the City Hall Reroof Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement 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.

FISCAL IMPACT: The proposed Agreement is for an amount not to exceed $85,011, and it will be funded by Building and Infrastructure Maintenance (BIM) Funds budgeted in the FY25/26 Capital Improvement Program.

ANALYSIS: Construction of this project requires over 500 hours of management and inspection effort. The Department of Public Works, Engineering Division, lacks sufficient in-house staff to perform these tasks. Therefore, it is recommended to retain a construction management and inspection services consultant to oversee the work.

Staff issued a Request for Task Proposals ("RFTP") to the four As-Needed Engineering Firms and received two proposals. NV5 was determined to be the highest qualified to provide the services requested. NV5's initial cost proposal was the second lowest, but after negotiations, their proposal became comparable to the lowest fee proposal.

BACKGROUND: The existing City Hall roof is in a state of disrepair and has experienced multiple leaks during rain events, adversely impacting City operations and creating the potential for further interior damage if not addressed. To address these issues, the City is in the process of implementing the City Hall Reroof Project. The Project includes the removal and replacement of the existing roof system, including the concrete roof tiles, underlayment, and wood battens. The

improvements will help protect the building from future water intrusion, extend the useful life of the facility, and reduce ongoing maintenance and repair needs.

The design phase has been completed, and construction bids have been received thus the project is now ready for construction. Construction is anticipated to begin in July 2026 and take 49 calendar days to complete. Construction management and inspection services are needed to administer and inspect construction activities.

On March 18, 2026, a RFTP was issued to the four (4) prequalified as needed engineering consulting firms, and two (2) proposals were received, as summarized below.

Consultant	Fee Proposal	Negotiated Proposal
NV5	$88,840	$85,011
Interwest	$85,240	

A selection committee consisting of the City's Associate Engineer and Water Resources & Development Division Manager, evaluated the proposals. All consultants met the qualifications criteria which included construction manager, inspector experience, and labor compliance. However, NV5's staff demonstrated experience on projects similar in scope to this project and is therefore recommended for the contract.

NV5 provides the following benefits to the project:

- **Competitive Fees** – The fee proposal is $85,011 and is competitive, as it represents the lowest proposal received from the RFTP.
- **Experienced Construction Manager** – The Construction Manager has over 30 years of experience.
- **Qualified Staff** – NV5 offers a qualified team with experience, knowledge, and professionalism for the Project. NV5 has licensed engineers, construction and program managers, inspectors, office engineers, technicians, and administrative support to manage the Project.
- **Qualified Team** – NV5's in-house team will provide special inspections, if necessary, testing and labor compliance. The inspector and the alternate inspector have over 30 years of experience in the industry, which provides the ability to ensure the Project is constructed in accordance with the plans and specifications.
- **Similar Projects** – NV5's core specialties are construction management and inspection of Public Works projects. NV5 recently completed numerous projects of similar scope. Similar project has been successfully completed in the past for the City of South Gate.

The scope of services in the proposed Agreement consists of construction management, construction inspection, and labor compliance.

ATTACHMENTS: A. Proposed Agreement (including Exhibit A)
B. Proposal

LC:ky

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITY HALL REROOF PROJECT, CITY PROJECT NO. 732-ARC BETWEEN THE CITY OF SOUTH GATE AND NV5 INC.

This Agreement for Professional Services for Construction Management and Inspection Services ("Agreement") is made and entered into on May 26, 2026, by and between the City of South Gate, a municipal corporation ("City"), and NV5 Inc. ("Willdan"), a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the City Hall Reroof Project ("Project"), City Project No. 732-ARC;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Eighty-Five Thousand Eleven Dollars ($85,011)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Assistant City Manager/Director of Public Works or his/her designee.

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

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30)

days of receipt of the invoice.

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

3. **TERM OF AGREEMENT.** This Agreement is effective as of May 26, 2026, and will remain in effect for a period of one (1) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Assistant City Manager/Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

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

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

6. **GENERAL TERMS AND CONDITIONS.**

6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, with 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. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

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

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

6.4 Non-Discrimination.

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

national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers and employees.

c. Specify its acts as primary insurance.

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

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

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

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

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

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

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

payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

6.11.2 This Agreement shall be construed without regard to the identity of the persons

who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

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

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

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

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

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a

default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

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

TO CITY:
City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervatnes@sogate.org
Telephone No.: (323) 563-9567

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

TO CONSULTANT:
NV5 Inc.
Jeffery M. Cooper
Chief Operating Officer
133 Technology Drive, Suite 200
Irvine, CA 92618
E-mail: Jeffrey.cooper@nv5.com

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

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

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

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 May 26, 2026, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raul F. Salinas, City Attorney

NV5, INC.:

By: _____
Jeffery Cooper, Chief Operating Officer

Dated: _____

COVER LETTER

PN: 2700225-0012162.00

April 20, 2026

City of South Gate
Attn: Lorenzo Camargo, EIT, Associate Engineer
8650 California Avenue
South Gate, CA 90280

SUBJECT: Construction Management and Inspection Services for the City Hall Reroof, Project 732-ARC

Dear Mr. Camargo,

NV5, Inc. is excited to have the opportunity to provide Construction Management and Inspection Services to the City of South Gate for its City Hall Reroof project. Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Trusted Partner: Our experience and strong existing relationship with the City gives us the ability to continue providing construction support services for your capital improvement projects. We operate with a sound understanding of your organizational structure, administrative processes and the community you serve. This in turn allows us to provide the required construction support services in the most efficient manner. Specifically, our team has recently delivered:

- Load Monitoring Testing and HVAC Design Services for the South Gate Police Department – Jail Cell Detention Center
- Comprehensive Safety Action and Local Roadway Safety Plan (CSALRSP)
- Construction Management and Inspection services for the Seaborg House Relocation Project
- Automatic Water Meter (AMR) Upgrade – Phase 3
- Inspection Services for the Citywide Residential Resurfacing Project, Phase IV *(current project)*

Tenant Improvement Experience: We have a proven track record of successfully delivering construction management and inspection services to municipalities across Southern California. Our team has provided similar services for dozens of public facility projects, including the Robinson Recreation Center for the City of Pasadena, Margarita Recreation Center for the City of Temecula, Lambert Park for the City of El Monte, Old City Hall Improvements for the City of Placentia, Sea Country Community Center for the City of Laguna Niguel, and various facilities for the City of Irvine. A detailed sampling of relevant experience has been included in this proposal for the City's consideration.

Proposed Team: Understanding both the needs of the City and the scope of the project, NV5 has assembled a team of high-level professionals who will be dedicated to its successful execution. **Project Manager Peter Salgado, PE**, who brings 35 years of experience in public works and construction management, will lead the team. Mr. Salgado has overseen numerous public facilities projects to completion, demonstrating a consistent track record of success. Supporting him is **Construction Inspector Dean Jensen**, who brings 39 years of construction inspection experience, with specialized expertise in building and facilities construction. The team will also include **Certified Asbestos Consultant (CAC) Dave Schack, CAC, CDPH-I/A**, from NV5's in-house environmental team.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultant **Pacific Resources Services**, who will be our team's Labor Compliance Specialist.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

Peter Salgado, PE
Director of Construction Management

Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

133 Technology Drive, Suite 200 | Irvine, CA 92618 | www.nv5.com | Office: 949.585.0477 | Fax: 949.409.8182

QUALIFICATIONS & EXPERIENCE

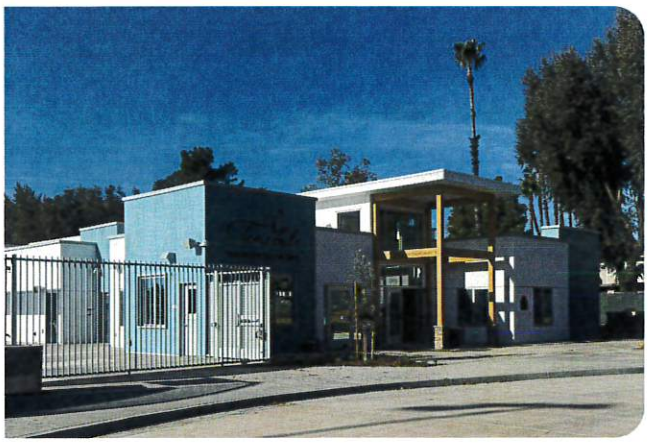


Robinson Park Recreation Center Renovation

CITY OF PASADENA

NV5 provided construction management and inspection services for the renovation of Robinson Park Recreation Center. The $12.2M project consisted of the demolition and reconstruction of the Recreation Center's approximately 9,000-square-foot multipurpose room, administrative offices, commercial kitchen, open courtyard, restrooms, conference rooms, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, children's playground and an intensive structural seismic upgrade of the Recreation Center's existing 7,300-square-foot gymnasium. The design is fully accessible and includes energy-efficient lighting, technology and security upgrades with new drought-tolerant landscaping.

- **DATES:** MAY 2017-JANUARY 2019



Margarita Recreation Center Reconstruction

CITY OF TEMECULA

NV5 provided Owner's Representative services for the reconstruction of the Margarita Recreation Center. This Design-Build (DB) project demolished the existing facility and replaced it with a new 8,500-square-foot building and 25-yard outdoor pool. The new facility includes a zero-depth, warm water, wheelchair accessible six-lane pool, dance/fitness studio, classroom, and multi-purpose room. As part of its services, NV5 provided preliminary engineering and geotechnical design, project management, construction management, resident inspection, geotechnical and materials testing and deputy inspection, and environmental and land surveying.

- **DATES:** FEBRUARY 2019-MARCH 2024



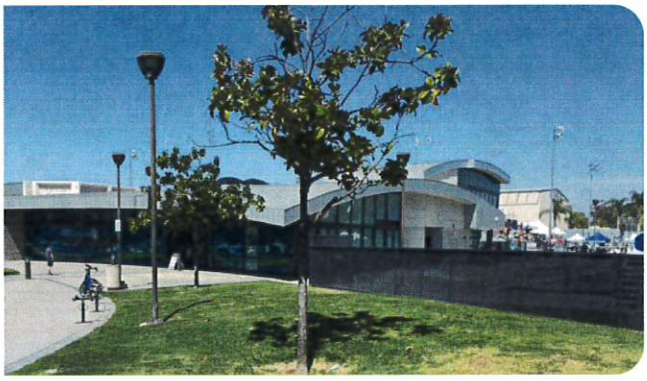
Lambert Park Improvements

CITY OF EL MONTE

NV5 provided construction management and inspection services for the Lambert Park Improvements project. Improvements included construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

We also provided observation and testing of soils as well as special inspection of concrete, reinforced masonry and welding. The project included demo of existing timber frame buildings, regrading, and construction of a new reinforced masonry building containing a concession stand, offices, restrooms, and storage. Soft subgrade soils were encountered and stabilized with crushed rock and geofabric.

- **DATES:** JULY 2019-JANUARY 2021



William Woollett Jr. Aquatics Center

CITY OF IRVINE

NV5 provided Project Management, Construction Management and Inspection Services for the pool re-plastering project (three pools) at the William Woollett Jr. Aquatics Center. The complex is a world-class aquatic facility open year-round for regional and national competitive events with two 50-meter pools and a 25-yard instruction pool. NV5 provided a constructability review of the pending plans and specifications, and provided construction management and inspection during pool restoration.

▸ **DATES:** 2021-2024



Heritage Park Community Center Exterior Rehab and Painting

CITY OF IRVINE

NV5 provided Project Management and Design Engineering Services for the exterior rehabilitation and painting of the Heritage Park Community Center, the Metal Maintenance Building, and the Fine Arts Center. Both centers are located within the Heritage Community Park, which offers open space, lake views, playground amenities, and a variety of classes to the community. There is also a metal shed to the east of the Community Center on the opposite side of the parking lot. The park operates year round, 7 days a week.

▸ **DATES:** 2021-2022



Old City Hall Office Renovation

CITY OF PLACENTIA

NV5 provided part-time inspection services for the Old City Hall Office Renovation project. The scope of work included replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.

▸ **DATES:** APRIL 2022-FEBRUARY 2023



Sea Country Senior Community Center Lobby Floor Replacement

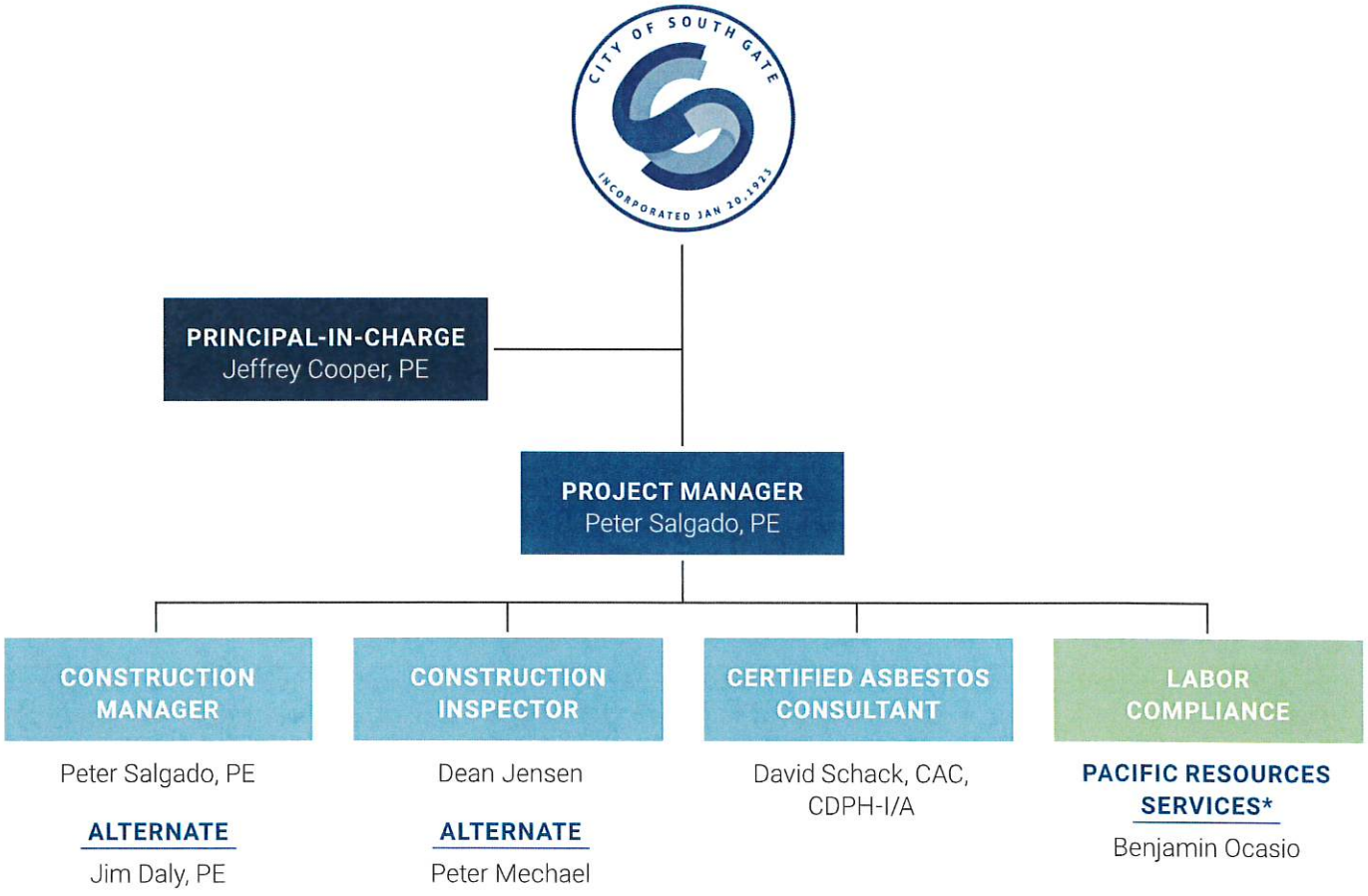
CITY OF LAGUNA NIGUEL

NV5 provided Project Management and Construction Oversight Services for the replacement of the Sea Country Senior Community Center's lobby floor. The goal of the project was to remove and replace the existing carpet flooring throughout the northern portion of the facility with porcelain tile approximately 7,100 square feet. Specifically, the scope of work included wood base removal, carpet removal, concrete grinding, shave down wood doors, new wood base installation, and furnish and install transition. The Senior Center remained open during construction and our team worked closely with the Contractor to maintain access to both City staff and the public.

▸ **DATES:** FEBRUARY 2022-APRIL 2022

Organization Chart

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested Construction Management and Inspection services. Shown below are team roles and responsibilities.



* Subconsultant

CONTACT INFO
peter.salgado@nv5.com

EXPERIENCE
35 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 63159

PETER SALGADO, PE

Project Manager + Construction Manager

With 35 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

Project Experience

Robinson Park Recreation Center Renovation

CITY OF PASADENA | PASADENA, CA

Project Manager. Mr. Salgado was responsible for overseeing the construction management and inspection services for the renovation of Robinson Park Recreation Center. The $7.2M project consisted of the demolition and reconstruction of the Recreation Center's approximately 9,000-square-foot multipurpose room, administrative offices, kitchen, open courtyard, restrooms and conference room, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, and an intensive structural upgrade of the Recreation Center's existing 7,300-square-foot gymnasium. The design is fully accessible and includes energy-efficient lighting, technology and security upgrades and new drought-tolerant landscaping.

Margarita Recreation Center Reconstruction

CITY OF TEMECULA | TEMECULA, CA

Project Manager. Mr. Salgado oversaw NV5's team who provided Owner's Representative services for the reconstruction of the Margarita Recreation Center. This Design-Build (DB) project demolished the existing facility and replaced it with a new 8,500-square-foot building and 25-yard outdoor pool. The new facility includes a zero-depth, warm water, wheelchair accessible six-lane pool, dance/fitness studio, classroom, and multi-purpose room. As part of its services, NV5 provided preliminary engineering and geotechnical design, project management, construction management, resident inspection, geotechnical and materials testing and deputy inspection, and, environmental and land surveying. In concert with City staff, NV5 prepared the design bridging documents and the DB Request for Proposal and assisted the City with the DB contract Advertising and Award process. NV5's Bridging Documents and Design Guidelines included schematic designs and technical specifications for Architectural, Civil, Geotechnical, Structural, Mechanical and Electrical improvements, as well as a detailed project estimate. It also included an overall CPM schedule covering acquisition of the DB contractor, final design, permitting, construction, post-construction and closeout. NV5 oversaw the design during the various stages to assure that the requirements of the contractual Bridging Documents were met. Finally, our team assisted the City in establishing/developing its policies, procedures, and other necessary documents for all phases of the DB process.

Lambert Park

CITY OF EL MONTE | EL MONTE, CA

Project Manager. Mr. Salgado was responsible for overseeing the construction management and inspection services for the 9-acre Lambert Park Improvements project. Improvements included construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path

and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

Sea Country Senior Community Center Lobby Floor Replacement

CITY OF LAGUNA NIGUEL | LAGUNA NIGUEL, CA

Project Manager. Mr. Salgado was responsible for overseeing the Project Management and Construction Oversight Services for this project. The goal was to remove and replace the existing flooring throughout the northern portion of the facility. Specifically, the scope of work included wood base removal, carpet removal, concrete grinding, shave down wood doors, new wood base installation, and furnish and install transition.

Old City Hall Office Renovation

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Salgado is overseeing the construction inspection team for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.

Utility Operations Yard Facility Upgrade

CITY OF HUNTINGTON BEACH | HUNTINGTON BEACH, CA

Project Manager. Mr. Salgado was responsible for overseeing the construction management and inspection team for this facilities improvement project that included the construction of a new 6,714-square-foot operations building; new 11,096-square-foot distribution and meter building; 1,029-square-foot expansion to the existing production building; covered parking for approximately 15 stalls; new parking layout and landscaping; and the relocation of the bulk material storage area and fluoride tanks. The new buildings were designed to provide for greater energy efficiency and are 31.7% more efficient than Title 24 standards. *The project was the recipient of the APWA Project of the Year Award.*

Sea Country Senior and Community Center

CITY OF LAGUNA NIGUEL | LAGUNA NIGUEL, CA

Construction Manager. Mr. Salgado managed the renovation and expansion of the existing Sea County Senior and Community Center. Scope of work included 10,300 square feet of new construction and a 2,000-square-foot remodel with related foundation, plumbing and utilities improvements, as well as restriping the existing parking lot.

Lancaster, Baldwin Park, Carson Animal Shelters Expansion

COUNTY OF LOS ANGELES | BALDWIN PARK, CA

Construction Manager. Mr. Salgado managed this $1.1M animal shelter expansion project at the locations. Work consisted of the construction of new kennels and a spay/neuter clinic, as well as ancillary site improvements.

East Los Angeles Library

COUNTY OF LOS ANGELES | LOS ANGELES, CA

Project Manager. Mr. Salgado was responsible for this $7.2M library construction project, overseeing the construction management and inspection team. The project included the construction of a new 26,000-square-foot facility.

Downey Animal Shelters Expansion

COUNTY OF LOS ANGELES | DOWNEY, CA

Construction Manager. Mr. Salgado managed this $3.6M animal shelter expansion project. The project included construction of new kennels and utility buildings.

Graham Library General Renovation

COUNTY OF LOS ANGELES | LOS ANGELES, CA

Construction Manager. Mr. Salgado managed this library renovation project. Improvements included exterior and interior remodel and structural repair of the existing library.

CONTACT INFO
jim.daly@nv5.com

EXPERIENCE
37 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 45612

AFFILIATIONS
American Public Works Association

American Society of Civil Engineers

JIM DALY, PE

Alternate Construction Manager

Mr. Daly has more than 37 years of experience managing both horizontal and vertical capital improvement projects. As Assistant Deputy Director (Road Maintenance) for the County of Los Angeles, Mr. Daly managed approximately 500 employees responsible for the maintenance and repair of roadways, sidewalks, and parkway trees. He has experience managing myriad projects — including federally funded — for various departments, including Parks and Recreation, Beaches and Harbors, and Public Library departments.

Project Experience

East L.A. Civic Center and Library Improvements
LOS ANGELES COUNTY PUBLIC WORKS | LOS ANGELES, CA

Project Director. Mr. Daly oversaw the $32M facility and ADA improvements project, which included modification of the fishing lake, picnic areas and outdoor stage. The project also included the refurbishment of the former library to provide a one-stop office for residents. The $7.2M library project included the construction of a new 26,000-square-foot facility, additional parking, artwork and redesigned outdoor spaces.

Pathfinder Park
LOS ANGELES COUNTY PUBLIC WORKS | ROWLAND HEIGHTS, CA

Project Director. The $4M project included construction of a new park, including ballfields, tennis courts, play areas, lighting, parking and community buildings.

Los Angeles County Urban Forest Maintenance and Landscape Medians
LOS ANGELES COUNTY PUBLIC WORKS

Project Director. The annual $16M project included trimming, maintaining and expanding the 160,000-tree urban forest in the parkways and medians of Los Angeles County. Responsibility included maintenance of irrigation, landscaping and miscellaneous improvements.

Kenneth Hahn Ballfields
LOS ANGELES COUNTY PUBLIC WORKS | LADERA HEIGHTS, CA

Project Director. The $3.5M project included construction of a new park, including soccer fields and ballfields in the Ladera Heights Community. The project included fields, lighting, parking, restrooms and concession buildings on an old oil field site.

Downey Animal Shelter Expansion
COUNTY OF LOS ANGELES | DOWNEY, CA

Project Director. Mr. Daly oversaw the $3.6M animal shelter expansion project, which included construction of new kennels and utility buildings.

South Coast Botanical Gardens General Renovation
COUNTY OF LOS ANGELES | LOS ANGELES, CA

Project Director. Mr. Daly oversaw the $1.7M project to renovate the main entry area, administration center and auditorium at the Botanical Gardens.

Lancaster, Baldwin Park, Carson Animal Shelters Expansion
COUNTY OF LOS ANGELES | BALDWIN PARK, CA

Project Director. Mr. Daly oversaw the $1.1M animal shelter expansion project at three locations. Work consisted of the construction of new kennels and a spay/neuter clinic, as well as ancillary site improvements.

CONTACT INFO
dean.jensen@nv5.com

EXPERIENCE
39 years

EDUCATION
A.A. General Education

LICENSES/CERTIFICATES
OSHA 30-Hour Safety Certificate No. 1598056

OSHA Title 28 Confined Space Training Certificate

Class A Commercial Driver's License (CA)

American Concrete Institute Certificate

Title 24 Energy Compliance Field Inspection Certificate

Americans With Disabilities Act – California Disabled Accessibility Certificate

SWPPP – Construction Site Storm Water Management Certificate

ICBO Reinforced Concrete Inspection & ACI Field Grade I Tech Certificates

International Building Code No. 0885400-01

International Residential Code No. 0885400-02

ICBO Uniform Building Code No. 088400-10

ICBO Uniform Plumbing Code Certificate

DEAN JENSEN

Construction Inspector

Mr. Jensen has more than 39 years of experience in engineering, construction management and inspection. He has provided construction management and inspection services on a wide variety of public works capital improvement projects, including street, water, sewer, storm drain, buildings/facilities, and park and landscaping improvements.

Project Experience

Lakewood High School Improvements, Phases 1 & 2

LONG BEACH UNIFIED SCHOOL DISTRICT | LAKEWOOD, CA

Senior Construction Manager/Owner's Representative. For the $43M project, Mr. Jensen conducted weekly OAC/field progress meetings, reviewed all submittals, RFIs, CORs, pay applications, CPM and 3-week look-ahead schedules, generated daily reports with photo documentation of all on-site trades and field activities. Phase 1 included the demolition and relocation of portable classroom buildings, new athletic fields (softball fields, basketball courts, tennis courts, pickleball courts) and various upgrades to the Football Stadium. Phase 2 included the Aquatic Center, CMU Buildings (pool equipment, storage room building, locker room/concession/office building), the Olympic-sized Myrtha Pool, and upgrades to the school's underground infrastructure. This project was under the jurisdiction of the Division of State Architect's (DSA) Office.

Jordan High School Improvements, Phase 2B

LONG BEACH UNIFIED SCHOOL DISTRICT | LONG BEACH, CA

Senior Construction Manager/Owner's Representative. Mr. Jensen conducted weekly OAC/field progress meetings, reviewed all submittals, RFIs, CORs, pay applications, CPM and 3-week look-ahead schedules, generated daily reports with photo documentation of all on-site trades and field activities. Phase 2B included the $37M upgrade to the school's 30,000-square-foot, two-story structural steel Science Building and various underground infrastructure. This project was under the jurisdiction of the Division of State Architect's (DSA) Office.

Lambert Park Improvements

CITY OF EL MONTE | EL MONTE, CA

Construction Inspector. Mr. Jensen provided construction inspection services for the $4.3M Lambert Park Improvements project. The park is approximately 9 acres and is located within a residential neighborhood in the northeastern portion of the City. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

Robinson Park Recreation Center Renovation

CITY OF PASADENA | PASADENA, CA

Construction Manager/Inspector. Mr. Jensen provided construction management and inspection services for the renovation of Robinson Park Recreation Center. The

$12.2M project consisted of the demolition and reconstruction of the Recreation Center's approximately 9,000-square-foot multipurpose room, administrative offices, commercial kitchen, open courtyard, restrooms, conference room, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, and an intensive structural seismic upgrade of the Recreation Center's existing 7,300-square-foot gymnasium. The design is fully accessible and includes energy-efficient lighting, technology and security upgrades, as well as new drought-tolerant landscaping.

La Quinta Library

CITY OF LA QUINTA | LA QUINTA, CA

Construction Manager/Resident Inspector. Mr. Jensen's role on this $6.8M, 20,000-square-foot library construction project included the following: pre-bid meeting coordination, project walks for contractors and bid opening; and review and negotiation of all change orders. He also managed the construction for underground domestic water, sewer, stormwater and gas pipelines that tied into the existing City utilities.

Phase One South East High School

VAL VERDE SCHOOL DISTRICT | PERRIS, CA

Construction Manager. Mr. Jensen served as construction manager for various on-site and off-site improvements. On-site improvements included a 2,200 LF Double Box Culvert and associated storm drain laterals; removal and relocation of a 36-inch domestic water line; bioretention basins; new parking lots; shade structures and other picnic facilities; new irrigation and landscaping; various athletic fields (including football, track and field, baseball, softball, and soccer); and several hard-court play areas for tennis, basketball and volleyball. Off-site improvements included a new 36-inch domestic water line from points of connection on Dunlap Drive and Orange Avenue; street improvements along Orange Avenue and Evans Road, including trench reconstruction, street resurfacing, and traffic striping and signage; and various parkway improvements on Lemon Avenue, including new sidewalks, driveways, curb, gutter and ADA curb ramps.

Orange Vista High School

VAL VERDE UNIFIED SCHOOL DISTRICT | PERRIS, CA

Construction Manager. Mr. Jensen served as construction manager for the $43M multi-prime and prevailing wage project. His services included: review of RFIs, CORs, Pay Apps; CPM schedule tracking; three-week look ahead schedules; and monitored daily labor and field activities.

Elementary School Upgrades

MAGNOLIA SCHOOL DISTRICT | ANAHEIM, CA

Project Manager. Mr. Jensen's responsibilities included managing upgrade projects for two $2.6M elementary schools in the Magnolia School District simultaneously (Peter Marshall Elementary and Albert Schweitzer Elementary). He successfully brought both projects up-to-date, as they were far behind schedule, and both schools were successfully completed within budget. This $5M project included the modernization of two elementary schools' domestic water, sewer and gas infrastructure, and all new underground infrastructures tied into the City's infrastructure on-site and off-site.

Lake Skinner Recreational Center

RIVERSIDE COUNTY PARKS & OPEN SPACE DISTRICT | WINCHESTER, CA

Construction Manager. Mr. Jensen served as construction manager for this $5.5M RV campground and regional park improvements project. Improvements at the Lake Skinner Recreation Area included a new amphitheater venue, water splash park, and multi-use trails, all of which take into consideration the community's needs and interpretation of the Riverside County Multi-Species Reserve. The project also included construction of a 24-inch domestic water main through the adjacent residential area and associated street improvements.

Building Inspector

CITY OF CORONA | CORONA, CA

Building and Safety Inspector. Mr. Jensen served as a building inspector for the City of Corona/Building & Safety Department responsible for inspection of utility connections, paving and land development inspection to ensure the construction Contractor's approved permit and City standards.

EXPERIENCE
6 years

EDUCATION
B.A. Business Finance (with emphasis on Strategic Management, Corporate Finance, Investment and Banking)

LICENSES/CERTIFICATES
B2 Commercial Building Inspector Certification

ICC Reinforced Concrete Special Inspector

ICC Structural Masonry Special Inspector

ICC Pre-Stressed Concrete Special Inspector

ICC Spray Applied Fire Proofing Special Inspector

ICC Structural Steel and Bolting Inspector

ICC Soils

Caltrans Soil and Aggregate Testing Tech, ID 6455

FYFE (FRP) Fiber Wrap Application Certificate

B1 Residential Building Certification (IRC), currently pursuing

PETER MECHAEL

Alternate Construction Inspector

Mr. Mechael has performed field inspections of new and existing commercial, industrial, and residential properties at various stages of construction from foundation, framing, electrical, mechanical, heating and plumbing to final inspections. He has performed field observation of concrete placement, rebar reinforcements, epoxy, and masonry builds following design plans and documentation, and sample collections. Mr. Mechael understands construction documents and code requirements and possesses strong communication skills and the ability to work with various stakeholders.

Project Experience

Combination Building Inspector

CITY OF ORANGE | ORANGE, CA

Combination Building Inspector. Mr. Mechael's responsibilities included:

- Performed field inspections of new and existing commercial, industrial, and residential properties at various stages of construction from foundation, framing, electrical, mechanical, heating and plumbing to final inspections.
- Consulted with senior staff and building official regarding certain complex structural aspects and/or code interpretations.
- Collaborated with contractors/property owners and others regarding code requirements and alternatives.
- Maintained accurate and precise records or comments.
- Wrote "stop work" notices for work being done without permits or in an unsafe manner.

Tres Lagos Apartment Housing

CITY OF WILDOMAR | WILDOMAR, CA

Deputy Inspector. Mr. Mechael provided inspection services for the Tres Lagos project, which was a three-phase, 208-apartment housing project (state-funded, affordable housing). The project included soil grading, steel-reinforced pad grading, CMU retaining walls, and wood framing.

REDA Flotilla Tilt-up

REAL ESTATE DEVELOPMENT ASSOCIATES, LLC | CITY OF INDUSTRY, CA

Deputy Inspector. Mr. Mechael provided inspection services for REDA Flotilla Tilt-up, a 157,715 SF industrial warehouse. Verification of reinforcing steel placement, embed plates, anchor bolts, and lifting inserts prior to concrete placement. Visual inspection of underground piping, catch basins, and connections to the municipal storm system. Stormwater pump station on-site including excavation, structural concrete placement, reinforcement, and installation of mechanical components.

Disneyland Theme Parks

THE WALT DISNEY COMPANY | ANAHEIM, CA

Deputy Inspector. Mr. Mechael provided inspection services for excavation and trench placement of electrical conduits within Disney theme parks. Observation of mass grading and earthmoving operations, excavation depths, along with geotechnical testing for compaction and soil stabilization. Subgrade preparation and shoring. Observation and concrete sampling of red-colored warning concrete used for burial and protection of electrical conduits, confirming proper coverage and alignment within trenches.

Fire Station 24

ORANGE COUNTY FIRE AUTHORITY | MISSION VIEJO, CA

Deputy Inspector. Mr. Mechael provided inspection services for the replacement of a 50-year old Fire Station in Mission Viejo with a new, two-story, 14,455-SF Fire Station facility. Foundation excavation and soil testing, steel reinforcement, concrete placement and testing, wood framing, curb and gutter, sidewalks, ensuring proper alignment, grade and compliance with project requirements. Placement, anchorage, and underground electrical conduits for site lighting poles. In addition, conducted asphalt field testing via nuclear density gauge of asphalt pavement in the access road leading into the fire station.

CHOC Parking Expansion

CHILDREN'S HOSPITAL OF ORANGE COUNTY | ORANGE, CA

Deputy Inspector. Mr. Mechael provided inspection services for the Children's Hospital of Orange County (CHOC) Parking Expansion project, which included vertical and horizontal expansion, as well as a retrofit of the existing parking structure with widening columns and added footings to go from a nine-story structure to a wider 12-story structure with increased car stall capacity. Work included inspection of rebar reinforcements/anchors/epoxy; soil grading, FRP epoxy panels and sampling; masonry walls and sampling; various floor decks post-tension inspection and log creation; Corbel assemblies' epoxy and reinforcements; mechanical splicing and coupling of column rebars via Xtender HRC 500; as well as adherence to multiple SEOR RFI instructions.

USCIS Seismic Retrofit

U.S. CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) | TUSTIN, CA

Deputy Inspector. Mr. Mechael provided inspection services for the construction of a new two-story office building in Tustin, Calif. Work included concrete testing and sampling, masonry walls, various epoxy anchors, and anchor bolt torque testing per specs.

SDGE Substation

SAN DIEGO GAS & ELECTRIC | SAN JUAN CAPISTRANO, CA

Deputy Inspector. Mr. Mechael provided inspection services for the electrification of new substation in San Juan Capistrano, Calif. The work included concrete sampling and testing, anchor epoxy, and masonry walls.

Begonia Place

BEGONIA REAL ESTATE DEVELOPMENT | TEMPLE CITY, CA

Deputy Inspector. Mr. Mechael provided inspection services for the Begonia Place project, which included 74 apartments and 19 penthouses, with an underground garage basement and 11,000 square feet of retail space. The work included inspection of pier placement and footings, shotcrete panels and sampling, masonry walls and sampling, and rebar checks.

Seal Beach Naval Base

U.S. NAVY | SEAL BEACH, CA

Deputy Inspector. Mr. Mechael provided inspection services for the Seal Beach Naval Base project, which included light pole footing pours and ACI work.

Deputy Inspector/ACI Field Tech

VARIOUS | SOUTHERN CALIFORNIA

Deputy Inspector/ACI Field Tech. Mr. Mechael performed inspections on various projects throughout Southern California. Some projects include:

- Nine floors of a pre-stressed parking structure, two levels underground and six above-ground with a capacity of 1,300 cars in the City of West Covina. Work included reinforcing decks and columns, pours, stressing of pre-stressed decks, shear shotcrete walls, epoxy work and material testing.
- Two-story, 3,000-square-foot residential home in the City of Garden Grove. Work included concrete pour, sampling and a rebar check.

CONTACT INFO
david.schack@nv5.com

EXPERIENCE
32 years

EDUCATION
B.A. Political Science

LICENSES/CERTIFICATES
State of California Division of Occupational Health & Safety Certified Asbestos Consultant, No. 92-0219

TRAINING
Hazardous Materials Management, University of California, Los Angeles

Regulatory Framework and Environmental Law, University of California, Irvine

Certificate in Environmental Auditing, California State University Long Beach

Risk Management and Project Management, Coffey Institute-Sydney, NSW Australia

DOT Hazardous Materials Shipping

Mold Assessment and Remediation, CSU, Dominguez Hills ASCR Mold Remediation Specialist Project Supervisor II

USEPA-Tools for Schools Training-USEPA Region

NV5

DAVID SCHACK, CAC, CDPH-I/A

Certified Asbestos Consultant

Mr. Schack has over 32 years of experience in the environmental field, with specific expertise in environmental health and safety issues. He has worked closely with public and private sector clients providing ongoing support at both a program management level and as a hands-on project manager. Mr. Schack has served as an integral partner on high profile, dynamic, and iconic clients and projects including LAWA, LA County Public Works Men's Central Jail, Hanjin-Wilshire Grand Demolition Project, Westfield Century City renovation, Scripps Memorial Hospital Infrastructure upgrade, Long Beach City College, Santa Ana College, The Aerospace Corporation, Fox Studios, and many more. From a technical standpoint, Mr. Schack has led or conducted environmental investigations ranging from relatively small site investigations and oversight projects to providing project leadership on multidisciplinary projects, including large infrastructure upgrade projects for public and private sector clients.

Project Experience

Multiple School Projects

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT | SANTA MONICA, CA

Program Manager. Mr. Schack managed a multi-disciplinary team assessing building-related hazardous materials, including PCBs, lead and asbestos, throughout school facilities in the District. He worked closely with facilities team I administrators, architects, engineers, and construction managers to develop remediation plans and provided remediation monitoring during multimillion-dollar bond improvement projects.

- **Multiple Schools:** PCB investigations, scoping, specifications and monitoring under TSCA; EPA/AHERA site activities, implemented asbestos O&M programs
- **John Adams Middle School, Phase II HVAC Replacement:** pre-construction assessment of friable and non-friable asbestos-containing materials and lead-based paint.

As-Needed Environmental Testing, Inspection, & Monitoring Services

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LADPW) | LOS ANGELES, CA

Program Manager. Mr. Schack provided senior-level program management during key phases of environmental investigations related to the planned renovation/demolition of the LA County Men's Central Jail. He was responsible for attending project meetings, working with the client program management team to develop long-range planning schedules, organizing, and presenting senior-level management project update meetings and working internally to ensure timely production of deliverables.

As-Needed Environmental Assessments, Remediation & Compliance Services

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LADPW) | LOS ANGELES, CA

Program Manager. Partnering with internal and external County project managers, Mr. Schack's team has conducted multiple building-related hazardous materials assessments for multiple L.A. County facilities, including the L.A. County Public Works Men's Central Jail and multiple projects supporting the County's major project to construct new jail facilities associated with the CCTF and Men's Central Jail. Other projects completed under this program include: an environmental site assessment and characterization of Hollydale Yard, Fire Camp 16 (multiple facilities with environmental concerns destroyed by the Station Fire located in a remote area of the Angeles National Forest), and Rancho Los Amigos Hospital (South Campus), which included assessing and inspecting over 60 buildings and structures.

CONTACT INFO
bocasio@pacificresources services.com

EXPERIENCE
25+ years

EDUCATION
M.P.A. Public Affairs

B.S. Urban & Regional Planning

Valley Leadership Institute

BENJAMIN OCASIO

Labor Compliance *(Pacific Resources Services)*

Mr. Ocasio has more than 25 years of years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Project Experience

Lambert Park Improvements

CITY OF EL MONTE | EL MONTE, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for this 9-acre park and playground project. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path, and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

Robinson Park Rec Center Renovation

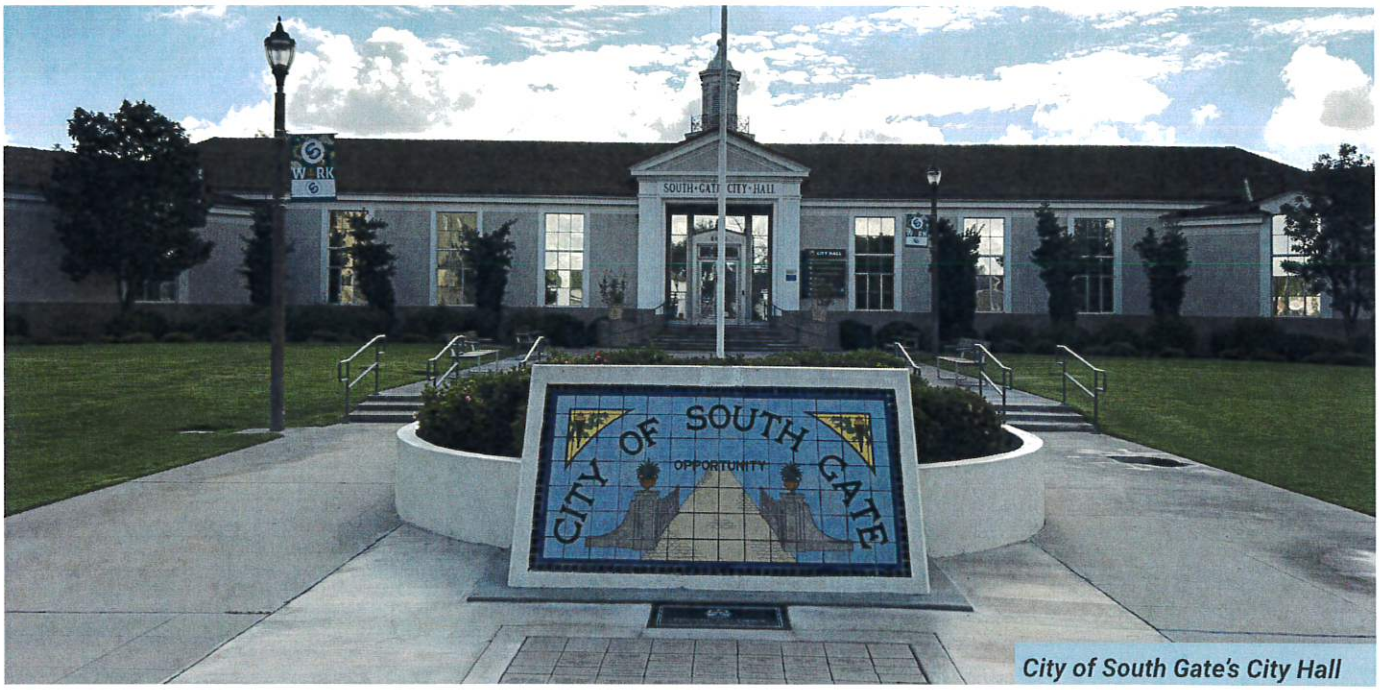
CITY OF PASADENA | PASADENA, CA

Labor Compliance: As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the renovation of Robinson Park Recreation Center. The $12.2M project consists of the demolition and reconstruction of the Recreation Center's approximately 9,000-square-foot multipurpose room, administrative offices, commercial kitchen, open courtyard, restrooms, conference rooms, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, children's playground and an intensive structural seismic upgrade of the Recreation Center's existing 7,300-square-foot gymnasium.

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services is providing labor compliance services for the City's Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements project from Rosecrans Avenue to the southern City boundaries. The work includes pavement rehabilitation, including full-depth AC reconstruction and AC resurfacing; PCC improvements, including ADA-compliant curb ramps, bus pads, and median, sidewalk and driveway improvements; traffic signal modifications; installation of bus shelters and other site furnishings; pedestrian lighting improvements; landscaping and irrigation; and signing & striping.



City of South Gate's City Hall

Project Approach

Based on a review of the RFP and plans, as well as a site visit, NV5 understands the scope of work to include the replacement of the existing mission tile roof along with ancillary improvements including new ridge boards, as well as new roof underlayment, flashing and gutter.

PROJECT-SPECIFIC ISSUES

PROJECT EXPERIENCE

Our team successfully provided construction support services for several previous tenant improvement projects of similar scope and size. Specifically, we recently completed tenant improvement/remodel projects for the City of Laguna Niguel (Sea Country Senior Center) as well as the City of Placentia (Old City Hall Office Building).

ACCESS TO CITY HALL

We assume City Hall will remain in operation during construction. Our team will work closely with the contractor to assure access is maintained to both City staff and the public. Should any access points require temporary closure because of the work, we will request a phasing and staging plan from the contractor, showing access points that need to be closed, as well as path of travel to and from nearest alternate access points. We will also work with the contractor to way-finding signage to and from nearest alternate access points.

Our team implemented this similar protocol on the City of Laguna Niguel Sea Country Senior Center remodel project and it resulted in minimal complaints and disruptions to regular operations.

NOISE AND DUST IMPACTS

While the work itself will not be conducted inside the building, there is still a potential for noise and dust impacts. The proposed roof improvements will be conducted over critical staff as well as public areas, including the offices of the City Manager, City Council, City Attorney and City Clerk; the Finance and Utility Department; as well as the Community Development Department.

Our team will work closely with the contractor to minimize these impacts. Specifically, we can schedule noise generating activities such as demolition either before City Hall opens or during times of the work day when activity has been historically low.

HAZARDOUS MATERIALS ABATEMENT AND DISPOSAL

Our team is experienced in projects involving abatement and disposal of hazardous materials. Most recently, as part of our construction support services on the City of Pasadena's Robinson Recreation Center project, our team provided hazardous materials abatement monitoring to assure compliance with recommendations on hazardous

materials abatement and disposal. As required by the RFP, we have proposed a Certified Asbestos Consultant on our team.

ADVANCED NOTIFICATION AND PUBLIC RELATIONS

We will work with the contractor to assure proper advanced notification is provided to both City staff and the public regarding upcoming work and anticipated impacts. We will also assure that these notifications are posted in high-visibility areas and regularly updated per the latest construction schedule.

As mentioned earlier, if certain points of access within or outside the building is impacted, we will work with the contractor to post way-finding signage to the nearest alternate access points.

Finally, our inspector will conduct verbal follow-ups with both City staff and the public so as to minimize complaints. All of our inspectors and construction managers are adept at responding to public complaints and concerns.

GENERAL APPROACH

Our approach to construction support services is centered on our established policy of consistent and effective employee oversight. The Project Manager will closely monitor projects to verify that our construction managers and inspectors are performing within the guidelines of our established management and inspection procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

COMMUNICATION

Our construction support team will be the point of contact for all project correspondence and communication between the City, the contractor, the design team and other project stakeholders. Our team will be in constant communication with the City's project manager, making sure he or she has updated information on project status, as well as any on-site or any contractual issues.

STAYING CONNECTED

Our staff is equipped with the technology to work efficiently and stay organized and connected with our clients. NV5 utilizes Microsoft Teams to efficiently collaborate; easily find, share and edit files in real time; meet virtually; and streamline workflows all on one single platform. NV5 is committed to maintaining a safe and productive workplace environment while following COVID-19 guidelines and has



City of South Gate's City Hall

access to several virtual meeting platforms in addition to Microsoft Teams, including GoToMeeting and Zoom.

SCHEDULE CONTROL

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

QUALITY ASSURANCE AND QUALITY CONTROL

To assure compliance with the plans and specifications, we will implement a comprehensive quality assurance and

quality control (QA/QC) program involving the following steps:

- We will perform a thorough review of the contract documents. This responsibility will include the following tasks:
  - Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs.
  - Comparing existing elevations, grades and details, etc., shown on plans with those at the actual site.
  - Reporting all errors, omissions and deficiencies, etc., to the City and engineering design team.
  - Keeping a marked-up set of plans and specifications for quick reference.
  - Anticipating the Contractor's operations by reviewing the plans and specifications for each one before it begins.
- Before start of construction, we will discuss with the Contractor the definable features of work to assure that documentation is complete, materials are on hand and those who are to perform the work understand the scope in its entirety.
- At the onset of the work, we will perform an initial inspection to determine whether the Contractor thoroughly understands and is capable of accomplishing the work as specified.
- We will assure that the Contractor has an established safety program and that regular safety meetings are conducted. We will also assure that the Contractor meets all OSHA safety requirements.
- The construction inspector will perform follow-up inspections on a daily basis for the purpose of assuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all applicable standards. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the Contractor and corrective and preventive action will be taken to assure compliance with the contract documents.
- We will conduct a monthly review of the as-built drawings and assure that all items are considered in the changes of the record drawings, including:
  - The size, type and location of existing and new utility lines
  - The layout and schematic drawings of electrical circuits and piping



City of South Gate's City Hall

  - Verification of alignment and cross sections
  - Changes in the location of equipment, etc.
- Finally, we will review and approve the as-built drawings to complete the project turnover and begin the warranty period.

BEST MANAGEMENT PRACTICES

Our construction support services team is well-versed in National Pollutant Discharge Elimination System (NPDES) requirements and experienced in implementing best management practices. We will monitor the implementation, maintenance and any required modification of the approved Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). In the event that the project specifications for developing the SWPPP or WQMP are inadequate and cannot support the project needs or meet current NPDES requirements, we will work closely with the design consultants to incorporate the required provisions into the project specifications to meet these goals. In addition, our team includes Qualified SWPPP Developers and Qualified SWPPP Practitioners.

MOBILITY

Each member of our construction support services team has access to a mobile office that includes a laptop, internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone and email for easy access and continuous communication.

WEB-BASED DOCUMENT CONTROL SYSTEM

Our web-based CMIS software is custom designed to provide the Construction Manager the capability to manage project information efficiently and effectively while maintaining full transparency with the City and the design engineer in managing the construction contractor. What

makes our system unique is that CMIS was designed and developed by Construction Managers with collaboration from private and public agencies. NV5's Construction Manager and inspector will have the real-time CMIS web-based software installed on their iPads, which can also be utilized on any device with internet access, including iPhone and Android mobile devices. The CMIS system is transparent to the City, who can log in and view at any time the submittals, RFIs, correspondence, Working Day Statements, Contractor's Pay Apps with DIR submissions and apprentice requirements documentation, and NV5 Inspection reports from any laptop, computer, iPad, iPhone, or Android device at any time. Additionally, our inspectors will send out supplementary email blasts noting elements of significance performed, along with photographs for a quick glance of work, enabling City staff to immediately be up-to-date. At the end of the project, the data within the CMIS website will be downloaded for archival with the City within 60 calendar days of the Notice of Completion.

CUSTOMER SERVICE AND PUBLIC OUTREACH

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues.

Scope of Services & Key Tasks

NV5 agrees to the scope of services as outlined in the email RFP sent March 18, 2026, and has the resources, technical knowledge, and experience to provide the required construction support services for the successful completion of the City of South Gate's City Hall Reroof project. We view inspection not simply as a list of tasks grouped by category but as a sequential and thorough process.

Below is a summary of our scope of services and key tasks.

CONSTRUCTION MANAGEMENT

I. PROJECT STARTUP, COORDINATION & ORIENTATION PHASE

This phase is essential to establishing lines of communication and setting administrative protocols for the project. Our pre-construction services can include:

- Establish a coordination plan to notify and facilitate any items of work affecting utilities, local agencies and other stakeholders.



City of South Gate's City Hall

- Assure that each member of our project team will have access to a mobile office, which includes a laptop, internet/email access, cellphone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via cellphone for easy access and continuous communication.

II. CONSTRUCTION PHASE

NV5 will focus on the daily tasks that are required to assure the contractor is executing the work according to the accepted Critical Path Method (CPM) baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and efficient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. Meeting agendas and minutes will be prepared and distributed to all attendees.
- Conduct weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems that need resolution, coordination with other contractors, change order/ submittal/RFI status, and safety issues. Meeting agendas and minutes will be prepared and distributed.

- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Monitor the contractor's work progress, personnel, equipment and materials to assure that adequate resources are available to meet the project schedule and that the contractor's work is in compliance with the contract documents. Our team will also assure that City activities (such as bus routes, street sweeping and trash pickup) and responsibilities are addressed and appropriately scheduled to minimize any impacts to day-to-day operations.
- Work closely with the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates will incorporate modifications and changes from all sources, such as submittals, RFIs, field orders, etc.
- Process RFIs in a timely manner and assure timely response by appropriate project team members (City staff, engineer, other agencies). Response to RFIs will take no longer than seven (7) calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Assure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. NV5 will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to assure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to the schedule. We will monitor, process and forward for approval all submittals and assure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).
- Review and recommend for approval the contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly and monthly basis to assure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.
- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.



City of South Gate's City Hall

- Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.
- Review, evaluate and make recommendations on submitted change order requests. Change order requests will be fully vetted by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs. Differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- Maintain a safe working environment. All NV5

personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.

- Review and forward for approval the contractor payment applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted SOW and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.
- Assure compliance with funding requirements set forth in pre-construction phase and assist the City as necessary with reimbursement procedures.

INSPECTION

Effective Quality Assurance and Control inspection is critical to successful project completion. Our Inspection services can include:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements, and present any concerns during the pre-construction meeting. Attend subsequent progress meetings and maintain communication and assist in facilitating resolution of pending issues. Maintain correspondence file and copy all contractor communications to the City.
- Conduct a pre-construction photo/video survey of the project site for verification that the site is returned to its original condition at the end of the construction period.
- Perform daily field and quality control inspections and measurements of the contractor's work, submittals and construction materials to assure conformance with the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
- Prepare daily reports, including daily progress photos, and a comprehensive description of the work completed. Reports will document, at a minimum, the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on-site, and major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be delivered immediately to the contractor for any and all deviations.
- Monitor the establishment, maintenance and any required modification of the approved SWPPP. Should the provisions for developing the SWPPP in the specifications be inadequate to support development of a comprehensive and timely submitted stormwater and erosion control plan necessary to comply with current NPDES requirements, the NV5 team can work closely with the design consultants to incorporate the required language into the project specifications suitable to meet these goals.
- Monitor utility coordination as set forth in the pre-construction meeting, reporting conflicts to the City and recommending a course of action.
- Work closely with the contractor to mitigate construction impacts to businesses and residents, and promote site and public safety.
- Verify compliance with funding requirements set forth in the pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to the City. Verify labor and hours reported by contracts match the daily diary. Provide complete measurements and calculations to administer progress payments, assure contractors submit certified payroll reports, and make recommendation for payments.
- Compile detailed punch lists with the City, Consultants, and the contractor. NV5 will conduct a preliminary walk-through with the contractor to assure there are no blatant issues and to generate a preliminary punch list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with the contractor for item completion. All punch lists generated will include schedules for completion.
- Upon project completion, conduct final inspection, closeout permits, including encroachment and construction/excavation, and prepare and submit as-built plans to the City.

LABOR COMPLIANCE

Our labor compliance administration team specializes in State and Federal Prevailing Wage Monitoring services, Disadvantaged Business Enterprise (DBE) program

models for federally funded projects, and negotiation and implementation of Project Labor Agreements (including local hire initiatives). We will fulfill the scope of work as outlined in the RFP along with the following key elements:

1. Provide the client with the required language and prevailing wage documentation for prevailing wage compliance.
2. Provide the applicable prevailing wage rate(s) to the client and contractors upon request and post them at the project location as required under the Davis-Bacon requirements.
3. Assist the client in requesting determination throughout the conformance process.
4. Verify that all subcontractors are eligible to work on the project by checking the contracting status with California and Federal Lists, including the California Department of Industrial Relations and the Federal Excluded Parties List.
5. Conduct all pre-bid orientation conferences to ensure all bidders are fully educated and informed of relevant labor codes or Davis-Bacon requirements.
6. Attend pre-construction, including providing a checklist of laws and regulations that must be followed to comply with State and Federal regulations and all forms required for labor compliance. Pacific Resources Services attendance can be in-person, via a conference call, or webinar.
7. Provide a phone line and email contact where contractors and subcontractors can contact PRS for clarification, certified payroll, apprenticeship, and compliance issues.
8. Perform a license check with the California Contractors' License Board for current and active license status and workers' compensation coverage of all contractors and all listed subcontractors.
9. Review & compare work classification with the California prevailing wage classification and Davis-Bacon requirements.
10. Monitoring of all weekly certified payroll, including, but not limited to, correct classification of workers, proper wages paid, accurate calculations and payment of fringe benefits and training contributions, review overtime, shift pay, weekend and holiday work/pay, only permissible deductions will be allowed, cross reference of onsite interviews with certified payroll to verify all workers are listed and review the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority.
11. Conduct site visits while the project is under construction and interview workers. Interview at least one worker per craft on site. Site visits will be coordinated with the Construction Management firm to ensure the contractor is on site.
12. Monitoring of all apprenticeship requirements. Collection and review of DAS-140 and DAS-142 forms. Review of applicable ratios, correct wages paid, and training contributions (CAC Forms). Verification that all apprentices also have an active Division of Apprentice Standards and BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration.
13. Verify that apprentices are supervised and employed in approved ratios as required by California and Federal apprenticeship regulations applicable to Davis-Bacon Projects.
14. Respond to inconsistencies or deliberate deceptions on the part of the contractors and subcontractors through additional detailed audits, review of canceled checks, timecards, and related records, and seek appropriate resolution with the California and Davis-Bacon regulations.
15. Communication with contractors: Pacific Resources Services will work with all subcontractors to obtain an amicable agreement on resolving violations, penalties, and compliance issues. Pacific Resources Services will document and maintain all meetings and calls with contractors.
16. Once the project is completed, Pacific Resources Services will send a final letter with outstanding items to the contractor and any subcontractor. Pacific Resources Services provides a 10-day window during which the contractor/subcontractor can submit additional documentation or make corrections. Once the time expires, Pacific Resources Services closes out the project, addressing issues or outstanding wages, apprenticeship concerns, and any restitution or penalties due.
17. Maintain all records for three (3) years.
18. Attend any compliance or auditing meetings with the state and Federal agencies relating to labor compliance on this project.
19. Provide labor compliance training and other assistance as requested by the client and contractor(s).
20. Establish a working relationship with the governing agencies on behalf of the client.

References

Provided below are references of clients for whom Construction Management and Inspection services have been recently performed that are comparable in quality and scope to that specified in this RFP.

CITY OF LAGUNA NIGUEL

Jacki Scott
Public Works Director

949.362.4337
jscott@cityoflagunaniguel.org

Relevant Projects:
Multiple Construction Management and Inspection projects, including the Sea Country Community Center Floor Replacement.

CITY OF PLACENTIA

Raquel Garcia
Associate Civil Engineer

714.993.8128
ragarcia@placentia.org

Relevant Projects:
Multiple Construction Management and Inspection projects, including the Old City Hall Office Renovation.

CITY OF TEMECULA

Nino Abad, PE,
Associate Civil Engineer

951.308.6385
nino.abad@temeculaca.gov

Relevant Project:
Construction Management and Inspection Services for the Margarita Recreation Center Project.

PROOF OF VALID CAC CERTIFICATION

CA

DIR EST. 1927 State of California Department of Industrial Relations

Asbestos Consultants and Site Surveillance Technicians

Search Results for Certified Consultants & Certified Technicians

New Search

Type	Last name	First name	Affiliation	City	Telephone
CAC	Schack	David	NV5	Long Beach	(562) 495-5777

SAMPLE OF INSURANCE COVERAGE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY): 4/29/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1491108 NV5, Inc. 133 Technology Drive Suite 200 Irvine CA 92618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Navigators Specialty Insurance Company — 36056 INSURER C : Twin City Fire Insurance Company — 29459 INSURER D : National Fire and Marine Insurance Co — 20079 INSURER E : Everest Indemnity Insurance Company — 10851 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17733289 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	21 CSE S88600	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	21 CSE S88601	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ $0	Y	N	GA25UMRZ0HBL9IC	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	22 WE BE9P58	5/1/2025	5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D E A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC9EX00437-251 42-EPP-321328-04 22UUNBL5R2L	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	Ea Claim/Agg $10M/$10M Ea Claim/Agg $10M/$20M Limit $23,515,383	

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

Additional insured is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. Umbrella Liability coverage follows form over the underlying General Liability if required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER

17733289
Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Office of the
South Gate City Clerk

MAY 21 2026

FILED

1:01 pm

Item No. 12

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH AYCE CONSULTING ENGINEERS, INC. FOR ENGINEERING SERVICES TO PREPARE PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE SOUTHEAST GATEWAY ACCESS IMPROVEMENTS PROJECT, CITY PROJECT NO. 715-ST., FEDERAL PROJECT NO. ATPL-5257(044) AND 5257(046)

PURPOSE: To award a Professional Services Agreement to AYCE Consulting Engineers, Inc. (AYCE) for engineering design services to prepare Plans, Specifications, and Estimates for the Southeast Gateway Access Improvements Project ("Project").

RECOMMENDED ACTIONS: The City Council will consider;

a. Approving an agreement with AYCE Consulting Engineers, Inc. to provide engineering services ("Agreement") 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. Authorizing the City Manager to approve and execute amendments 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.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of $247,923 and will be funded with Proposition C Funds budgeted for the Project in the FY 2025/27 Capital Improvement Program.

ANALYSIS: To procure the proposed contract, the City issued a Request for Proposals for engineering services to prepare Plans, Specifications, and Estimates (PS&E) for the Project. The consultant selection process included review of written proposals and interviews in accordance with the City's procurement process and applicable federal/local assistance requirements. Following the evaluation of the proposals and interviews, AYCE Consulting Engineers, Inc. was identified as the top-ranked consultant. City staff then entered into negotiations with AYCE to refine the scope of work and fee. Based on those negotiations, AYCE submitted a revised fee proposal dated April 23, 2026, in the amount of $247,923. Staff have reviewed the negotiated scope and fee and determined that the proposal is reasonable for the level of effort required to deliver the project through final PS&E, federal authorization support, bidding assistance, and

limited construction support. As such, AYCE is recommended for the contract.

The project is funded with Federal Active Transportation Program funds for construction and Proposition C Local Return funds for design. Because construction will include federal funding, the design phase must be advanced in accordance with applicable Caltrans Local Assistance Procedures Manual requirements, including preparation of the E-76 construction authorization package.

BACKGROUND: The Southeast Gateway Access Improvements Project will improve first/last-mile access, pedestrian safety, bicycle connectivity, ADA accessibility, and roadway conditions in the Hollydale area and along corridors serving future Southeast Gateway Line stations. The project includes a combination of active transportation and roadway improvements, including Class II bicycle lanes, Class III bicycle routes with shared lane markings, high-visibility crosswalks, Rectangular Rapid Flashing Beacons, raised medians, street lighting, sidewalk and ADA curb ramp upgrades, roadway resurfacing prior to final striping, and improved connectivity to the Los Angeles River Bike Path.

On February 6, 2026, the Request for Proposals was released electronically through PlanetBids, published on the City's website, and advertised in trade journals. On March 5, 2026, six (6) proposals from prospective consultants were submitted to the City Clerk's Office.

A three-member selection panel, consisting of the City's Transportation and Capital Improvement Program Division Manager, the City's Senior Civil Engineer, and the City of Downey's Superintendent, reviewed the proposals and interviewed three consulting firms. The selection process was conducted as a qualifications-based selection process and considered several factors, including the qualifications of the proposed project manager and project team, experience on similar projects, understanding of the project scope and technical issues, and overall project approach. Based on the evaluation criteria, AYCE Consulting Engineers, Inc. received the highest ranking from the panel.

AYCE Consulting Engineers, Inc. provides the following benefits to the Project:

- **Experienced Consulting Firm** – AYCE is a professional civil engineering firm established in 2015 and based in Santa Ana, California. AYCE specializes in street design, transportation engineering, municipal street improvements, roadway and intersection improvements, ADA accessibility upgrades, active transportation facilities, utility coordination, and corridor modernization. AYCE has successfully delivered similar projects for public agencies including the City of Carson, City of Costa Mesa, City of Long Beach, City of Santa Ana, City of Los Angeles, Caltrans District 7, LA Metro, OCTA, LAWA, and LA County.

- **Qualified Staff** – The proposed Project Manager, is a registered Civil Engineer with more than 37 years of experience in transportation infrastructure. His experience includes multimodal corridor improvements, roadway rehabilitation, ADA-compliant pedestrian upgrades, pavement design, PS&E preparation, interagency coordination, federal funding compliance, Caltrans coordination, and construction-phase support. The project team also includes Lead Project Engineer, who has extensive experience in roadway resurfacing,

pavement rehabilitation, ADA compliance, pedestrian safety improvements, and multi-agency coordination.

- **Negotiated Competitive Fee** – AYCE submitted an original fee proposal of $293,462, which was negotiated to $247,923. The negotiated fee includes 1,140 AYCE staff hours, field survey services, landscape architecture support, E-76 construction authorization support, bidding assistance, and limited construction support for the six-month design schedule.

AYCE's scope of services includes project management, agency and utility coordination, field survey, permit coordination, preparation of specifications and cost estimates, engineering design drawings, preparation of the E-76 package for construction authorization, bidding support, pre-construction and job-site meeting support, responses to RFIs and submittals, and as-built drawings.

The design phase will begin in June 2026, and take five (5) months to complete.

ATTACHMENTS: A. Professional Agreement
B. Location Map

KT:ky

AGREEMENT FOR PROFESSIONAL SERVICES FOR ENGINEERING DESIGN SERVICES THE SOUTHEAST GATEWAY ACCESS IMPROVEMENTS PROJECT, CITY PROJECT NO. 715-ST., FEDERAL PROJECT NO. ATPL-5257(044) AND 5257(046), BETWEEN THE CITY OF SOUTH GATE AND AYCE CONSULTING ENGINEERS, INC.

This Agreement for Construction Management and Construction Inspection Services ("Agreement") is made and entered into on May 26, 2026, by and between the City of South Gate, a municipal corporation ("City"), and AYCE Consulting Engineers, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to engineering design services to prepare plans, specifications, and estimates for the Southeast Gateway Access Improvements Project ("Project"); and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Two Hundred Forty-Seven Thousand Nine Hundred Twenty-Three Dollars and Sixteen Cents ($247,923.16)** as described in Exhibit "B." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager /Director of Public Works.

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

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's

proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

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

3. **TERM OF AGREEMENT.** This Agreement is effective as of **May 26, 2026,** and will remain in effect for a period of three (3) years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

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

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this 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, with 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. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or

veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the federal, state, and county and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers and employees.

c. Specify its acts as primary insurance.

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

understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

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

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

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

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

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

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

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed

against the drafting party shall not be applicable to this Agreement.

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

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

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

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

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

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No

express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

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

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes@sogate.org
Telephone No.: (323) 563-9567

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

TO CONSULTANT:
David Woo, PE, ENV SP
President/Principal / Project Manager & QAQC Manager
AYCE Consulting Engineers, Inc.
930 E. Santa Ana Blvd.
Santa Ana, CA 92701
Email: mailto:woo@ayceinc.com
Telephone No.: (855) 292-3462 ext. 701

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

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

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

7. **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 May 26, 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: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

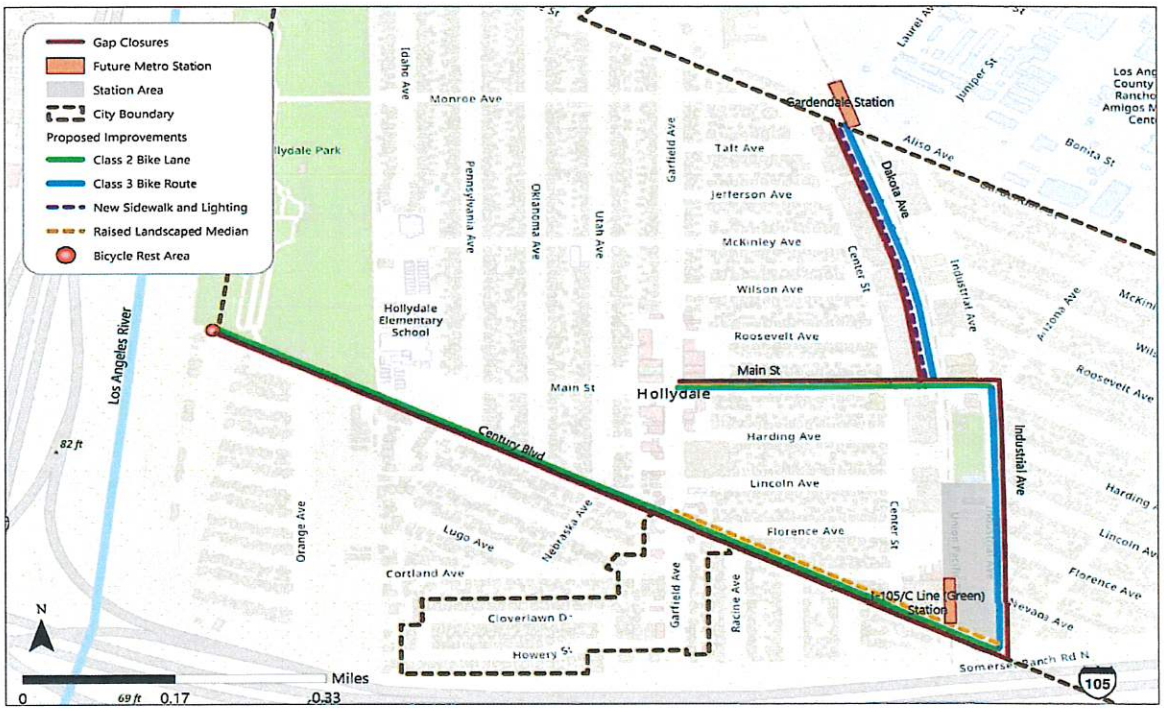
DRAFT YG

By: _____
Raúl F. Salinas, City Attorney

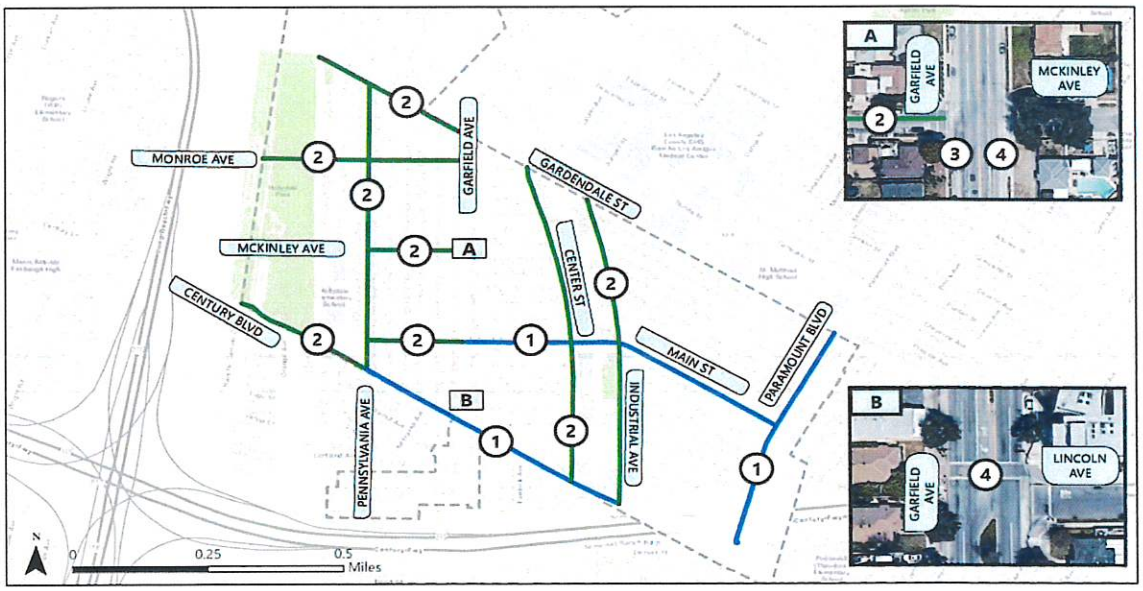
AYCE Consulting Engineers, Inc:

By: _____
David Woo, President

Dated: _____



Location Map 1



Bicycle Improvements
1. Class II Bicycle Lane
2. Class III Bicycle Route (Sharrows)

Pedestrian Improvements
3. New Crosswalk
4. Rectangular Rapid Flashing Beacon (RRFB) Signal

Location Map 2



Location Map 3

Office of the
South Gate City Clerk

MAY 21 2026

FILED

1:00pm

Item No. 13

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH FCG CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP AND FIRESTONE BOULEVARD STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 354-ST, FEDERAL PROJECT NO. HP21L 5257(036)

PURPOSE: To award a construction management and inspection service agreement for the I-710 Firestone Boulevard Southbound On-Ramp and Firestone Boulevard Street Improvement Project ("On Ramp Project"). The project is scheduled to start construction in Fall 2026.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an agreement with FCG Consultants, Inc., to provide Construction Management and Inspection Services ("Agreement") for the construction of the 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. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $130,000; and
c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed agreement is in the amount of $900,467 and will be funded with Metro Measure R Funds.

ANALYSIS: The On-Ramp Project is included in the Capital Improvement Program, with design plans completed and approved by Caltrans in September 2025. Construction will be advertised upon receipt of the Caltrans E-76 authorization, with construction anticipated to begin in Fall 2026. Due to the scale and complexity of the project, the Department of Public Works Engineering Division requires a construction management services consultant to oversee construction and inspection, as this effort exceeds current staff capacity and requires specialized expertise in Caltrans Standard Plans and construction methods. A Request for Proposals (RFP) was issued, and FCG Consultants, Inc. was identified as the highest-ranked firm. The initial fee proposal of $1,035,154 was negotiated down to $900,467 to align with the project's needs, and the final negotiated fee is considered reasonable and consistent with industry standards for construction management services.

BACKGROUND: The Onramp Project is a high-priority infrastructure project designed to improve traffic flow and pedestrian safety at one of the City's busiest interchanges. Due to the technical complexity of the project, including Caltrans coordination and heavy traffic control requirements, the Public Works Department requires specialized Construction Management (CM) services.

On July 28, 2025, a RFP was released electronically through Planetbids, published on the City's website, and advertised in trade journals. On September 11, 2025, five (5) proposals from perspective consultants were submitted to the City Clerk's Office. A panel comprised of three members (City Transportation and Capital Improvement Program Division Manager, City Senior Engineer and City of Downey Principal Engineer) reviewed the proposals and interviewed all five consulting firms. This qualification-based selection process weighed several factors such as project manager and team qualifications, experience on similar projects and understanding of technical issues. Based on the criteria, FCG Consultants, Inc. received the highest ranking from the panel.

FCG Consultants, Inc., provides the following benefits to the Project:

- **Experienced Consulting Firm** - FCG Consultants, Inc. is a civil engineering firm established in 2010 with 30 professional employees. FCG Consultants, Inc. specializes in the provision of construction management construction inspection, plan review, project management, and other civil engineering services. FCG Consultants, Inc. has successfully delivered similar projects for cities such as Lake Elsinore, Moorpark and Irwindale.

- **Qualified Staff** - The selected construction manager is a registered Civil Engineer and Qualified SWPPP Practitioner. He has more than 28 years of construction industry experience in the transportation field which includes work associated with grade separations, freeway interchanges, major urban arterial improvements, freeway replacement, and capital improvement projects. The construction inspector has 30 years of experience as a Public Works Inspector for a wide range of projects, with a significant amount of public works construction observation and special inspection experience.

- **Negotiated Competitive Fees** - FCG Consultants, Inc. submitted an original fee proposal of $1,035,154 which was negotiated to $900,467 and includes a total of 4,554 hours of service for the 18-month construction schedule.

Construction is planned to begin in Fall of 2026 and be completed in 16 months.

ATTACHMENTS:
A. Professional Agreement
B. Original Proposal
C. Revised Proposal
D. Location Map

JL:ES:ky

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR I-710 FWY SOUTHBOUND ON RAMP AND FIRESTONE BLVD STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 354-ST, FEDERAL PROJECT NO. HP21L 5257(036), BETWEEN THE CITY OF SOUTH GATE AND FCG CONSULTANTS, INC.

This Agreement for Construction Management and Construction Inspection Services ("Agreement") is made and entered into on May 26, 2026, by and between the City of South Gate, a municipal corporation ("City"), and FCG Consultants, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the I-710 Fwy Southbound on-ramp and Firestone Boulevard Street Improvements Project, City Project No. 354-ST ("Project');

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Nine Hundred Thousand Four Hundred Sixty-Seven Dollars ($900,467)** as described in Exhibit "B." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager /Director of Public Works.

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

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's

proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

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

3. **TERM OF AGREEMENT.** This Agreement is effective as of **May 26, 2026,** and will remain in effect for a period of **three (3)** years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

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

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this 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, with 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. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or

veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the federal, state, and county and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers and employees.

c. Specify its acts as primary insurance.

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

understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

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

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

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

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

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

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

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed

against the drafting party shall not be applicable to this Agreement.

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

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

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

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

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

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No

express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

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

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes@sogate.org
Telephone No. (323) 563-9567

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

TO CONSULTANT:
Maha S. Alfakhouri
President and CEO
FCG Consultants, Inc.
22885 Savi Ranch Parkway, Suite G
Yorba Linda, CA 92887
Email: maha.fakhouri@fcgconsultants.com
Telephone No. (714) 312-0317

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

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

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

7. **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 May 26, 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: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT YG
Raúl F. Salinas, City Attorney

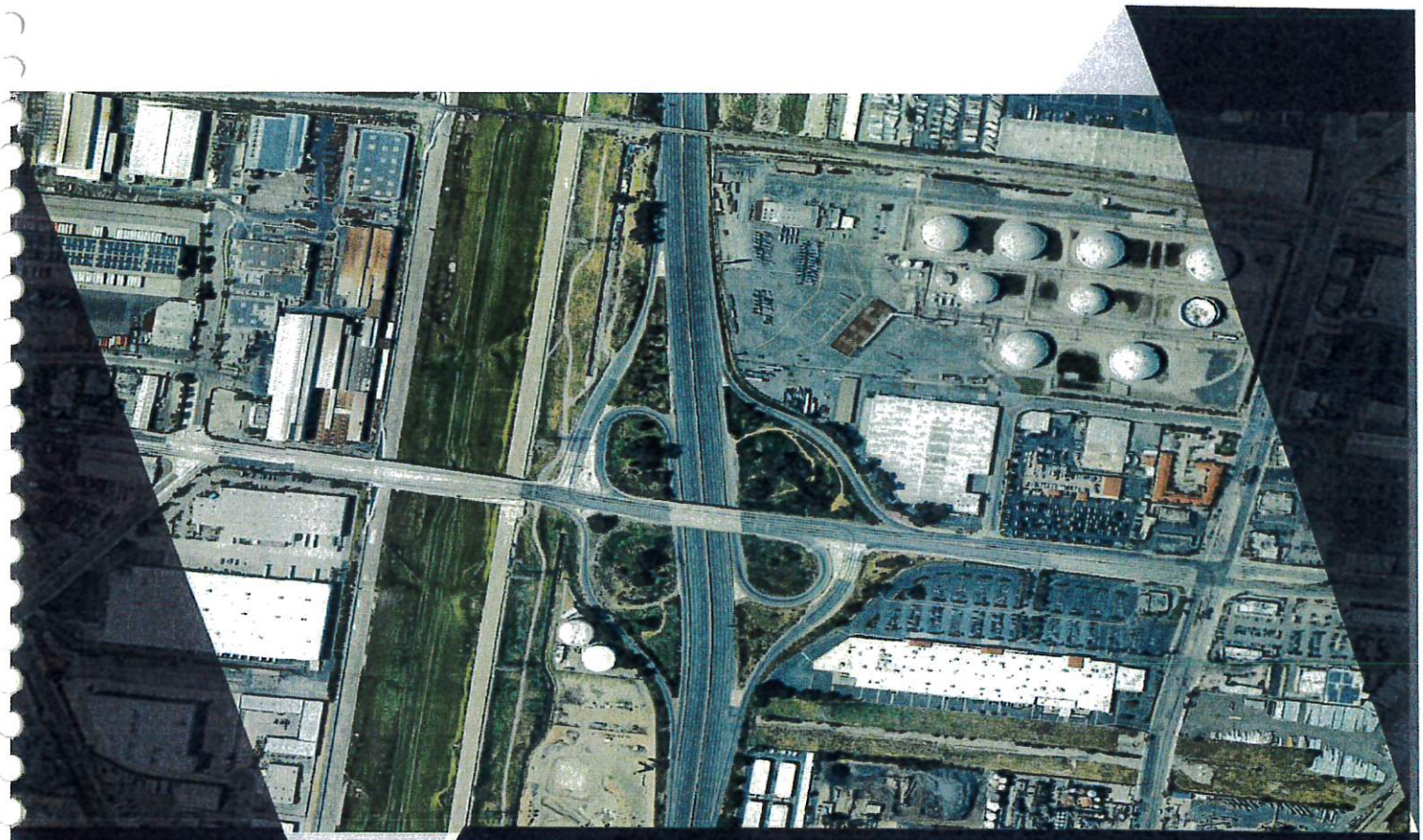
FCG Consultants, Inc.:

By: _____
Maha S. Alfakhouri, President & CEO

Dated: _____

FEE PROPOSAL

for



Construction Management for the I-710 Firestone Boulevard Southbound On Ramp Modification Project; Federal Project HP21L-5257, City Project No. 354-ST and Firestone Boulevard Street Improvement Project, City Project 354-ST

Submitted to:

City of South Gate
Public Works Department

8650 California Avenue,

South Gate, CA 90280

Submitted by:

FCG Consultants, Inc.

22885 Savi Ranch Pkwy

Suite G

Yorba Linda, CA 92887

September 11, 2025

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

Subject: **Construction Management Inspection Services for the I-710 Firestone Boulevard Southbound On Ramp Modification Project, Federal Project HP21L 5257(036), City Project No. 354-ST and Firestone Boulevard Street Improvement Project, City Project 354-ST Projects**

Dear Mr. Cervantes:

FCG Consultants, Inc. (FCG) is pleased to offer our Construction Management and Project Management Services to the City of South Gate (City) for the Construction Management Inspection Services for the I-710 Firestone Boulevard Southbound On Ramp Modification Project and Firestone Boulevard Street Improvement Projects. Our team is committed to providing the City of South Gate with the highest quality of construction Management and construction inspection services in a cost-effective manner.

Attached is our fee proposal for the for the aforementioned project. The fee proposal is based on 288 working days for the I710 Firestone Boulevard Southbound On Ramp Modification Project, and 64 working days for the Firestone Boulevard Street Improvement Project of construction paired with pre & post construction tasks. FCG understands the City's objectives and the limited budget it may have. Our fee is negotiable and can be discussed in further detail.

Please contact me at 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA 92887, Office: 714.312.0317, Fax: 714.312.0793, Cell: 714.883.8068 or maha.fakhouri@fcgconsultants.com with any questions you may have.

Sincerely,

Maha Fakhouri
President & CEO

Abdallah Fakhouri, PE
Secretary / Sr. Project Manager

CITY OF SOUTHGATE
FEE PROPOSAL FOR
I-710 Firestone Boulevard Southbound On Ramp Modification Project, Federal Project HP21L 5257 (036)
City Project No. 354-ST

Task / Classification	Resident Engineer/ Structures Representative (Hrs.)	Construction Observer/ Inspector (Hrs.)	Office Engineer	Total Hours	Sub Consultant Fees	Total Costs
Hourly Rate	$250.73	$150.93	$102.24			
Task 1: Project Management (Construction Manager)	788	116	214	1118		$236,993.15
Task 2: Construction Observation/Inspection	61	1979	61	2101		$320,111.61
Task 3: Labor Compliance	36	47	214	297		$38,043.65
Task 4: Materials Testing	24	47	31	101	$136,360.00	$152,593.54
Task 5: Utility and Outside Agency Coordination	121	47	31	198		$40,544.32
Task 6: Tribal Cultural Resources	61	47	31	138		$25,350.08
Task 7: Project Close-Out	121	47	31	198		$40,544.32
Totals	**1212**	**2328**	**612**	**4152**	**$136,360.00**	**$854,180.68**

This not-to-exceed fee is based on the amount of Working Days listed. Public Works Observer shall be provided for the entire duration of the Project
NO LUMP SUM FEES WILL BE ACCEPTED
Additional services needed beyond the specified contract require prior approval from the City.

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CITY OF SOUTHGATE
FEE PROPOSAL FOR
Firestone Boulevard Street Improvement Project
City Project No. 354-ST

Task / Classification	Resident Engineer/ Structures Representative (Hrs.)	Construction Observer/ Inspector (Hrs.)	Office Engineer	Total Hours	Sub Consultant Fees	Total Costs
Hourly Rate	$250.73	$150.93	$102.24			
Task 1: Project Management (Construction Manager)	166	26	45	237		$50,165.63
Task 2: Construction Observation/Inspection	13	435	13	461		$70,202.75
Task 3: Labor Compliance	8	10	45	63		$8,051.48
Task 4: Materials Testing	5	10	6	22	$26,423.00	$29,906.60
Task 5: Utility and Outside Agency Coordination	26	10	6	42		$8,618.55
Task 6: Tribal Cultural Resources	13	10	6	29		$5,409.20
Task 7: Project Close-Out	26	10	6	42		$8,618.55
Totals	**256**	**512**	**128**	**896**	**$26,423.00**	**$180,972.76**

This not-to-exceed fee is based on the amount of Working Days listed.Construction inspector shall be provided for the entire duration of the Project

NO LUMP SUM FEES WILL BE ACCEPTED

Additional services needed beyond the specified contract require prior approval from the City.

August 20, 2025

G3 Proposal Number: 5462

Samar Alfakhouri
FCG Consultants
22885 Savi Ranch Parkway, Suite G
Yorba Linda, California 92887

Subject: Proposal to Provide Materials Testing/Inspections Services for the City of South Gate I-710 Firestone Boulevard Southbound On Ramp Modification Project

Dear Samar:

G3 Quality, Inc. (G3) appreciates the opportunity to provide professional quality assurance materials testing services for the referenced project. G3 is a **California Certified Small Business** with over 24 years of extensive experience successfully implementing quality assurance programs throughout California. Our team of experts are leaders in materials innovation and sustainable design. G3 maintains multiple Caltrans, AMRL, and CCRL certified laboratories in California and maintains fully integrated mobile laboratories. We are signatory to the Operating Engineers Local 12 Union and continually train, support, and employ highly experienced field inspectors and technicians.

We have assembled a strong team consisting of experienced materials and soils engineers and materials testing field and laboratory technicians. Our team will be led by project manager, Jordan Roper, PE, a leader in municipality and agency developments.

We sincerely appreciate your invitation to propose our services to you on this important project. If you have any questions or would like further information, feel free to contact our project manager directly at 339.502.0312 or qli@g3quality.com.

Best Regards,

G3 Quality, Inc.

Qiang Li, PE, PhD
Project Manager

Enclosed:
Project Understanding and Scope of Services
Attachment A: Cost File
Attachment B: Standard Terms and Conditions
Attachment C: Additional Services Schedule of Fees

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

PROJECT UNDERSTANDING

The project involves removing the existing southbound on-ramp and constructing a new ramp to connect with the widened Firestone Boulevard bridge. Additional work includes road paving, embankment construction, concrete work, excavation, upgrades to the irrigation system, landscaping within the Caltrans right-of-way, and other related construction activities.

The Firestone Boulevard Street Improvement component will cover the segment between Rayo Avenue and Garfield Avenue. This work includes cold milling and repaving the existing roadway, new striping, construction of raised median islands with irrigation and landscaping, replacement of concrete sidewalks, curbs, and gutters, installation of new curb ramps, and various other associated improvements.

SCOPE OF SERVICES

G3 proposes to offer Quality Assurance technical consulting, inspection, materials sampling, and testing services on an as-needed basis for various tasks including earthwork, subgrade, aggregate base, HMA, LCB, JPCP and concrete testing.

QUALITY ASSURANCE MATERIAL TESTING SERVICES FEE

The estimated fee to implement and perform the quality assurance sampling and testing services for the subject project is included in the Cost File (Attachment A) and Schedule of Fees (Attachment C). All services including technical consulting and laboratory testing will be billed in accordance with the approved schedule of fees. This will be billed as "time and expense" for all work.

SCOPE OF SERVICES LIMITATIONS

G3's Standard Terms and Conditions (Attachment B) are incorporated into and are an integral part of the professional services agreement. The daily shift rates are based on the proposed shift duration. Overtime, as defined in Attachment B, extending beyond the proposed shift schedule will be billed at an hourly labor rate of $228.00. Double-time, as defined in Attachment B, extending beyond the proposed shift schedule will be billed at an hourly labor rate of $304.00. Services requested that are not specifically outlined in this proposal will be billed upon authorization on a time and expense basis in accordance with our Standard Schedule of Fees (Attachment C).

ATTACHMENT A: COST FILE

ATTACHMENT A. COST FILE SUMMARY
CITY OF SOUTH GATE
I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION AND FIRESTONR BOULEVARD STREET IMPROVEMENT PROJECT

DATE: 8/25/2025
BID #: 5462

SUMMARY OF SCOPE OF SERVICES ESTIMATE	
PROJECT	**TOTAL**
I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION PROJECT	$136,360.00
FIRESTONE BOULEVARD STREET IMPROVEMENT PROJECT	$26,423.00
TOTAL	**$162,783.00**

TASK 1: PRECONSTRUCTION SERVICES						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Plans and Specifications Review and Schedule Coordination	Assumed at four hours for review	Project Manager	4	HR.	$ 217.00	$ 868.00
Preconstruction Meeting Attendance	Assumed at one Preconstruction Meeting	Project Manager	1	HR.	$ 217.00	$ 217.00
					Subtotal:	$ 1,085

TASK 2: SERVICES DURING CONSTRUCTION						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Periodic Construction Meeting Attendance	Based on one construction meeting (1 hour) per month for a duration of 10 months	Project Manager	10	HR.	$ 217.00	$ 2,170.00
Coordinate and Manage Material Testing and Inspection, Review Reports/Report Submittal	Based on a one hour per technician/inspection shift for QA Program Management	Project Manager	65	HR.	$ 217.00	$ 14,105.00
Review Contractor Submittals	Assume one hour review per submittal for 8 submittals	Project Manager	8	HR.	$ 217.00	$ 1,736.00
Provide Technician for Material Testing (concrete, HMA, earthwork, subgrade, and base) Technician is billed on a portal to portal basis	Assume 65 days	Quality Assurance Technician	520	HR.	$ 165.00	$ 85,800.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions Billed on a per test basis	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	$ 25,130.00	$ 25,130.00
					Subtotal:	$ 128,941

TASK 3: SERVICES DURING CLOSEOUT						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preparation and Submittal of Complete Closeout File	Assumed at six hours for review and submittal	Project Manager	6	HR.	$ 217.00	$ 1,302.00
Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	2	HR.	$ 248.00	$ 496.00
					Subtotal:	$ 1,798

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	**RELATED PROVISIONS:**	**OTHER DIRECT COST**	**ESTIMATED QUANTITY**			
			AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Nuclear Density Gauge	Per Technician per hour during field compaction activities	Expense Item Billed per Unit	**504**	HR.	$ 9.00	$ 4,536.00
					Subtotal:	**$ 4,536**

CONTINGENCIES OPTION						
PROFESSIONAL SERVICE	**RELATED PROVISIONS:**	**ESTIMATED QUANTITY**			
		AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Overtime Contingency Allowance	Overtime billed at 1.5 x hourly rate and Double-time billed at 2.0 x the applicable hourly rate	**0**	HR.		$ -
				Subtotal:	**$ -**
				QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:	**$ 136,360**

G3 QUALITY

Appendix A - Laboratory Schedule of Fees

Subgrade and Base				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	1 Base Samples	16	177	2,832
Sand Equivalent (ASTM D5419/ CTM 217)	1 Base Samples	16	177	2,832
Durability Index (ASTM D3744)	1 per source	1	349	349
R-Value (CTM 301)	1 per source	1	516	516
			Subtotal	**$ 6,529.00**
HMA				
	Frequency	**# Tests**	**Unit Cost**	
Crushed/Fractured Particles (AASHTO T335)	1 per Mix Design	1	267	267
Sieve Analysis(AASHTO T27)	1 per Mix Design	2	177	354
Abrasion: Los Angeles Rattler (AASHTO T96)	1 per Mix Design	1	349	349
Sand Equivalent (AASHTO T96)	1 per Mix Design	1	177	177
Flat Particle and Elongated Particle(ASTM D4791)	1 per Mix Design	1	273	273
Uncompacted Void Content - Fine Aggregate (AASHTO T304)	1 per Mix Design	1	212	212
Specific Gravity and Absorption: Coarse Aggregate (AASHTO T85)	1 per Mix Design	1	149	149
Specific Gravity and Absorption: Fine Aggregate (AASHTO T84)	1 per Mix Design	1	231	231
Atterberg Limits/Plasticity Index (AASHTO T90)	1 per Mix Design	1		0
Asphalt Content (CTM382)	1 per day	8	261	2,088
Sieve Analysis(ASTM C136/CTM 202)	1 per day	8	177	1,416
Gyratory Compacted Bulk Sp. Gr. (set of 3)	1 per day	8	368	2,944
Moisture Content (CTM 226)	1 per day	8	78	624
Max. Theoretical Specific Gravity	1 per day	8	201	1,608
Coated: Bulk Specific Gravity Compacted HMA Sample or Core (CTM 308A)	1 per 250 tons	20	71	1,420
Hamburg wheel track(AASHTO T234)	1 per Mix Design	1	1,511	1,511
Tensile Strength Ratio (AASHTO T283)	1 per Mix Design	1	1,191	1,191
HMA Ignition Oven Correction Factor (AASHTO T309)	1 per Mix Design	1	965	965
			Subtotal	**$ 15,779.00**
Testing of PCC				
	Frequency	**# Tests**	**Unit Cost**	
Sieve Analysis(ASTM C136/CTM 202)	4 per project	4	177	708
Sand Equivalent (ASTM D5419/ CTM 217)	2 per project	2	177	354
Cylinder Compressive Strength (ASTM C39)	1 set of 5 per day	20	48	960
Daily Sample Pickup	Daily	4	200	800
			Subtotal	**$ 2,822.00**
			Total	**$ 25,130.00**

ATTACHMENT A. COST FILE
CITY OF SOUTH GATE
FIRESTONE BOULEVARD STREET IMPROVEMENT PROJECT

DATE: 8/25/2025
BID #: 5462

TASK 1: PRECONSTRUCTION SERVICES						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Plans and Specifications Review and Schedule Coordination	Assumed at two hours for review	Project Manager	2	HR.	$ 217.00	$ 434.00
Preconstruction Meeting Attendance	Assumed at one Preconstruction Meeting	Project Manager	1	HR.	$ 217.00	$ 217.00
					Subtotal:	$ 651

TASK 2: SERVICES DURING CONSTRUCTION						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Periodic Construction Meeting Attendance	Based on one construction meeting (1 hour) per month for a duration of 2 months	Project Manager	2	HR.	$ 217.00	$ 434.00
Coordinate and Manage Material Testing and Inspection, Review Reports/Report Submittal	Based on a one hour per technician/inspection shift for QA Program Management	Project Manager	8	HR.	$ 217.00	$ 1,736.00
Review Contractor Submittals	Assume one hour review per submittal for 2 submittals	Project Manager	2	HR.	$ 217.00	$ 434.00
Provide Technician for Material Testing (concrete, HMA, earthwork, subgrade, and base) Technician is billed on a portal to portal basis	Assume 8 days	Quality Assurance Technician	64	HR.	$ 165.00	$ 10,560.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions Billed on a per test basis	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	$ 11,246.00	$ 11,246.00
					Subtotal:	$ 24,410

TASK 3: SERVICES DURING CLOSEOUT						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preparation and Submittal of Complete Closeout File	Assumed at four hours for review and submittal	Project Manager	2	HR.	$ 217.00	$ 434.00
Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	2	HR.	$ 248.00	$ 496.00
					Subtotal:	$ 930

ATTACHMENT A. COST FILE
CITY OF SOUTH GATE
FIRESTONE BOULEVARD STREET IMPROVEMENT PROJECT

DATE: 8/25/2025
BID #: 5462

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	**RELATED PROVISIONS:**	**OTHER DIRECT COST**	**ESTIMATED QUANTITY**			
			AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Nuclear Density Gauge	Per Technician per hour during field compaction activities	Expense Item Billed per Unit	**48**	HR.	$ 9.00	$ 432.00
					Subtotal:	**$ 432**

CONTINGENCIES OPTION					
PROFESSIONAL SERVICE	**RELATED PROVISIONS:**	**ESTIMATED QUANTITY**			
		AMOUNT	**UNITS**	**UNIT RATE**	**FEES**
Overtime Contingency Allowance	Overtime billed at 1.5 x hourly rate and Double-time billed at 2.0 x the applicable hourly rate	**0**	HR.		$ -
				Subtotal:	**$ -**
				QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:	**$ 26,423**

G3 QUALITY

Appendix B - Laboratory Schedule of Fees

Subgrade and Base				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	1 Base Samples	1	177	177
Sand Equivalent (ASTM D5419/ CTM 217)	1 Base Samples	1	177	177
Durability Index (ASTM D3744)	1 per source	1	349	349
R-Value (CTM 301)	1 per source	1	516	516
			Subtotal	$ 1,219.00
HMA				
	Frequency	# Tests	Unit Cost	
Crushed/Fractured Particles (AASHTO T335)	1 per Mix Design	1	267	267
Sieve Analysis(AASHTO T27)	1 per Mix Design	2	177	354
Abrasion: Los Angeles Rattler (AASHTO T96)	1 per Mix Design	1	349	349
Sand Equivalent (AASHTO T96)	1 per Mix Design	1	177	177
Flat Particle and Elongated Particle(ASTM D4791)	1 per Mix Design	1	273	273
Uncompacted Void Content - Fine Aggregate (AASHTO T304)	1 per Mix Design	1	212	212
Specific Gravity and Absorption: Coarse Aggregate (AASHTO T85)	1 per Mix Design	1	149	149
Specific Gravity and Absorption: Fine Aggregate (AASHTO T84)	1 per Mix Design	1	231	231
Atterberg Limits/Plasticity Index (AASHTO T90)	1 per Mix Design	1		0
Asphalt Content (CTM382)	1 per day	2	261	522
Sieve Analysis(ASTM C136/CTM 202)	1 per day	2	177	354
Gyratory Compacted Bulk Sp. Gr. (set of 3)	1 per day	2	368	736
Moisture Content (CTM 226)	1 per day	2	78	156
Max. Theoretical Specific Gravity	1 per day	2	201	402
Coated: Bulk Specific Gravity Compacted HMA Sample or Core (CTM 308A)	1 per 250 tons	9	71	639
Hamburg wheel track(AASHTO T234)	1 per Mix Design	1	1,511	1,511
Tensile Strength Ratio (AASHTO T283)	1 per Mix Design	1	1,191	1,191
HMA Ignition Oven Correction Factor (AASHTO T309)	1 per Mix Design	1	965	965
			Subtotal	$ 8,488.00
Testing of PCC				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	2 per project	2	177	354
Sand Equivalent (ASTM D5419/ CTM 217)	1 per project	1	177	177
Cylinder Compressive Strength (ASTM C39)	1 set of 5 per day	5	48	240
Flexural Beams MOR (ASTM C78)	1 set of 4 per day	4	92	368
Daily Sample Pickup	Daily	2	200	400
			Subtotal	$ 1,539.00
			Total	$ 11,246.00

January 30, 2026

Mr. Jose Loera
Transportation & Capital Improvement
Program Division Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: **Construction Management Inspection Services for the I-710 Firestone Boulevard Southbound On Ramp Modification Project, Federal Project HP21L 5257(036), City Project No. 354-ST and Firestone Boulevard Street Improvement Project, City Project 354-ST Projects**

Dear Mr. Loera,

FCG Consultants, Inc. (FCG) is pleased to offer our revised (ver3) cost proposal for the Construction Management and Project Management Services to the City of South Gate (City) for the Construction Management Inspection Services for the I-710 Firestone Boulevard Southbound On Ramp Modification Project and Firestone Boulevard Street Improvement Projects. Our team is committed to providing the City of South Gate with the highest quality of construction Management and construction inspection services in a cost-effective manner.

Attached is our revised fee proposal for the for the aforementioned project. The fee proposal is based on 291 working days for the I710 Firestone Boulevard Southbound On Ramp Modification Project, and 62 working days for the Firestone Boulevard Street Improvement Project of construction paired with pre & post construction tasks.

This cost proposal includes revised staff hours for both projects, revised estimate for Material Testing by G3 Quality and an estimate and scope of work for Tribal Cultural Monitoring from BFSA Environmental Service

In summary, the cost for performing the work is as follows:

- I-710 Firestone Blvd On-Ramp Modification Project cost is $763,533.56
- Firestone Boulevard Street Improvements cost is $136,932.56

Please contact me at 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA 92887, Office: 714.312.0317, Fax: 714.312.0793, Cell: 714.883.8068 or maha.fakhouri@fcgconsultants.com with any questions you may have.

Sincerely,

Maha Fakhouri
President & CEO

Abdallah Fakhouri, PE
Secretary / Sr. Project Manager

FCG CONSULTANTS

FCG CONSULTANTS

FCG Consultants Inc. - DBE
Construction Management/Inspection Services
Cost Proposal - January 30, 2026

City of Southgate
710 Southbound On-Ramp

Classification	Hours	Hourly Rate		Cost
Pre-construction Phase (20 WD)				
Resident Engineer / Construction Manager	0	$250.73	$	-
Construction Inspector	0	$150.93	$	-
Office Engineer	0	$102.24	$	-
Subtotal (FCG Only)	**0**		**$**	**-**
Construction Phase (291 WD)				
Resident Engineer / Construction Manager	960	$250.73	$	240,700.80
Construction Inspector	2304	$150.93	$	347,742.72
Office Engineer	546	$102.24	$	55,823.04
Subtotal (FCG Only)	**3,810**		**$**	**644,266.56**
Post-Construction Phase (20 WD)				
Resident Engineer / Construction Manager	0	$250.73	$	-
Construction Inspector	0	$150.93	$	-
Office Engineer	0	$102.24	$	-
Subtotal (FCG Only)	**0**		**$**	**-**
FCG TOTAL		**710 SOUTHBOUND ON-RAMP**	**$**	**644,266.56**
Subconsultants				
G3 Quality Inc. (Material Testing)			**$**	**71,167.00**
BFSA (Tribal Cultural Monitoring)			**$**	**48,100.00**
		Total Cost (NOT TO EXCEED)	**$**	**763,533.56**

All costs are subject to negotiations.

FCG CONSULTANTS

FCG Consultants Inc. - DBE Construction Management/Inspection Services Cost Proposal - January 30, 2026			City of Southgate Firestone Blvd
Classification	**Hours**	**Hourly Rate**	**Cost**
Pre-construction Phase (0 WD)			
Resident Engineer / Construction Manager	0	$250.73	$ -
Construction Inspector	0	$150.93	$ -
Office Engineer	0	$102.24	$ -
Subtotal (FCG Only)	**0**		**$ -**
Construction Phase (62 WD)			
Resident Engineer / Construction Manager	124	$250.73	$ 31,090.52
Construction Inspector	496	$150.93	$ 74,861.28
Office Engineer	124	$102.24	$ 12,677.76
Subtotal (FCG Only)	**744**		**$ 118,629.56**
Post-Construction Phase (0 WD)			
Resident Engineer / Construction Manager	0	$250.73	$ -
Construction Inspector	0	$150.93	$ -
Office Engineer	0	$102.24	$ -
Subtotal (FCG Only)	**0**		**$ -**
FCG TOTAL		**Firestone Blvd**	**$ 118,629.56**
Subconsultants			
G3 Quality Inc. (Material Testing)			**$ 18,303.00**
		Total Cost (NOT TO EXCEED)	**$ 136,932.56**
All costs are subject to negotiations.			

Grand Total Fee Estimate	**$ 900,466.12**

FCG CONSULTANTS

Construction Management/Inspection Services - 710 Southbound On-Ramp

Cost Breakdow - January 30, 2026

Position	Name	Hrs	Rate	Cost
Resident Engineer	AB Fakhouri, PE	960	$250.73	$240,700.80
Construction Inspector	Don Lewis	2304	$150.93	$347,742.72
OE/Labor Compliance	Jasmine Fakhouri	546	$102.24	$55,823.04
FCG Total				$644,266.56
G3 Materials Testing				$71,167.00
BFSA				$48,100.00
710 Southbound On-Ramp Total				**$763,533.56**

	Jun-26				Jul-26				Aug-26				Sep-26				Oct-26				Nov-26				Dec-26				
wk	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
RE	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	15
INS	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
OE	20	20	20	20	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10

	Jan-27			Feb-27				Mar-27				Apr-27				May-27				Jun-27				Jul-27				Aug-27	
wk	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58
RE	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	10	10	5	5	5	5
INS	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	24
OE	10	10	10	10	10	10	10	8	8	8	8	8	8	8	8	8	8	8	8	5	5	5	5	5	5	5	5	5	5

Construction Management/Inspection Services -Firestone Boulevard

Cost Breakdow - January 30, 2026

Position	Name	Hrs	Rate	Cost
Resident Engineer	AB Fakhouri, PE	124	$250.73	$31,090.52
Construction Inspector	Don Lewis	496	$150.93	$74,861.28
OE/Labor Compliance	Jasmine Fakhouri	124	$102.24	$12,677.76
FCG Total				$118,629.56
G3 Materials Testing				$18,303.00
Firestone Blvd Total				**$136,932.56**

	Jun-26				Jul-26				Aug-26				
wk	1	2	3	4	5	6	7	8	9	10	11	12	13
RE	10	10	10	10	10	10	10	10	10	10	8	8	8
INS	40	40	40	40	40	40	40	40	40	40	40	40	16
OE	10	10	10	10	10	10	10	10	10	10	8	8	8

January 30, 2026

G3 Proposal Number: 5462

Samar Alfakhouri
FCG Consultants
22885 Savi Ranch Parkway, Suite G
Yorba Linda, California 92887

Subject: Proposal to Provide Materials Testing/Inspections Services for the City of South Gate I-710 Firestone Boulevard Southbound On Ramp Modification Project

Dear Samar:

G3 Quality, Inc. (G3) appreciates the opportunity to provide professional quality assurance materials testing services for the referenced project. G3 is a **California Certified Small Business** with over 24 years of extensive experience successfully implementing quality assurance programs throughout California. Our team of experts are leaders in materials innovation and sustainable design. G3 maintains multiple Caltrans, AMRL, and CCRL certified laboratories in California and maintains fully integrated mobile laboratories. We are signatory to the Operating Engineers Local 12 Union and continually train, support, and employ highly experienced field inspectors and technicians.

We have assembled a strong team consisting of experienced materials and soils engineers and materials testing field and laboratory technicians. Our team will be led by project manager, Jordan Roper, PE, a leader in municipality and agency developments.

We sincerely appreciate your invitation to propose our services to you on this important project. If you have any questions or would like further information, feel free to contact our project manager directly at 339.502.0312 or qli@g3quality.com.

Best Regards,

G3 Quality, Inc.

Qiang Li, PE, PhD
Project Manager

Enclosed:
Project Understanding and Scope of Services
Attachment A: Cost File
Attachment B: Standard Terms and Conditions
Attachment C: Additional Services Schedule of Fees

SBE Certified Number: 1753245 | DIR Registration Number: 1000005181

PROJECT UNDERSTANDING

The project involves removing the existing southbound on-ramp and constructing a new ramp to connect with the widened Firestone Boulevard bridge. Additional work includes road paving, embankment construction, concrete work, excavation, upgrades to the irrigation system, landscaping within the Caltrans right-of-way, and other related construction activities.

The Firestone Boulevard Street Improvement component will cover the segment between Rayo Avenue and Garfield Avenue. This work includes cold milling and repaving the existing roadway, new striping, construction of raised median islands with irrigation and landscaping, replacement of concrete sidewalks, curbs, and gutters, installation of new curb ramps, and various other associated improvements.

SCOPE OF SERVICES

G3 proposes to offer Quality Assurance technical consulting, inspection, materials sampling, and testing services on an as-needed basis for various tasks including earthwork, subgrade, aggregate base, HMA, LCB, JPCP and concrete testing.

QUALITY ASSURANCE MATERIAL TESTING SERVICES FEE

The estimated fee to perform the quality assurance sampling and testing services for this project is provided in the Cost File (Attachment A) and Schedule of Fees (Attachment C). All services, including technical consulting and laboratory testing, will be billed in accordance with the approved schedule of fees.

This estimate is based on the limited information currently available. Any work exceeding the estimated scope will be billed on a time-and-expense basis.

SCOPE OF SERVICES LIMITATIONS

G3's Standard Terms and Conditions (Attachment B) are incorporated into and are an integral part of the professional services agreement. The daily shift rates are based on the proposed shift duration. Overtime, as defined in Attachment B, extending beyond the proposed shift schedule will be billed at an hourly labor rate of $228.00. Double-time, as defined in Attachment B, extending beyond the proposed shift schedule will be billed at an hourly labor rate of $304.00. Services requested that are not specifically outlined in this proposal will be billed upon authorization on a time and expense basis in accordance with our Standard Schedule of Fees (Attachment C).

ATTACHMENT A: COST FILE

ATTACHMENT A. COST FILE SUMMARY
CITY OF SOUTH GATE **DATE: 1/30/2026**
I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION AND FIRESTONR BOULEVARD STREET IMPROVEMENT PROJECT **BID #: 5462**

SUMMARY OF SCOPE OF SERVICES ESTIMATE	
PROJECT	**TOTAL**
I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION PROJECT	$71,167.00
FIRESTONE BOULEVARD STREET IMPROVEMENT PROJECT	$18,303.00
TOTAL	**$89,470.00**

34

TASK 1: PRECONSTRUCTION SERVICES						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preconstruction Meeting Attendance	Assumed at one Preconstruction Meeting	Project Manager	1	HR.	$ 217.00	$ 217.00
					Subtotal:	$ 217

TASK 2: SERVICES DURING CONSTRUCTION						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Coordinate and Manage Material Testing and Inspection, Review Reports/Report Submittal	Based on a one hour per technician/inspection shift for QA Program Management	Project Manager	27	HR.	$ 217.00	$ 5,859.00
Review Contractor Submittals	Assume one hour review per submittal for 3 submittals	Project Manager	3	HR.	$ 217.00	$ 651.00
Provide Technician for Material Testing (concrete, HMA, earthwork, subgrade, and base) Technician is billed on a portal to portal basis	Assume 27 days	Quality Assurance Technician	216	HR.	$ 165.00	$ 35,640.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions Billed on a per test basis	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	$ 25,130.00	$ 25,130.00
					Subtotal:	$ 67,280

TASK 3: SERVICES DURING CLOSEOUT						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preparation and Submittal of Complete Closeout File	Assumed at six hours for review and submittal	Project Manager	6	HR.	$ 217.00	$ 1,302.00
Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	2	HR.	$ 248.00	$ 496.00
					Subtotal:	$ 1,798

35

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	RELATED PROVISIONS:	OTHER DIRECT COST	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Nuclear Density Gauge	Per Technician per hour during field compaction activities	Expense Item Billed per Unit	208	HR.	$ 9.00	$ 1,872.00
					Subtotal:	$ 1,872

CONTINGENCIES OPTION					
PROFESSIONAL SERVICE	RELATED PROVISIONS:	ESTIMATED QUANTITY			
		AMOUNT	UNITS	UNIT RATE	FEES
Overtime Contingency Allowance	Overtime billed at 1.5 x hourly rate and Double-time billed at 2.0 x the applicable hourly rate	0	HR.		$ -
				Subtotal:	$ -
				QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:	$ 71,167

G3 QUALITY

Appendix A - Laboratory Schedule of Fees

Subgrade and Base				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	1 Base Samples	16	177	2,832
Sand Equivalent (ASTM D5419/ CTM 217)	1 Base Samples	16	177	2,832
Durability Index (ASTM D3744)	1 per source	1	349	349
R-Value (CTM 301)	1 per source	1	516	516
			Subtotal	**$ 6,529.00**

HMA				
	Frequency	# Tests	Unit Cost	
Crushed/Fractured Particles (AASHTO T335)	1 per Mix Design	1	267	267
Sieve Analysis(AASHTO T27)	1 per Mix Design	2	177	354
Abrasion: Los Angeles Rattler (AASHTO T96)	1 per Mix Design	1	349	349
Sand Equivalent (AASHTO T96)	1 per Mix Design	1	177	177
Flat Particle and Elongated Particle(ASTM D4791)	1 per Mix Design	1	273	273
Uncompacted Void Content - Fine Aggregate (AASHTO T304)	1 per Mix Design	1	212	212
Specific Gravity and Absorption: Coarse Aggregate (AASHTO T85)	1 per Mix Design	1	149	149
Specific Gravity and Absorption: Fine Aggregate (AASHTO T84)	1 per Mix Design	1	231	231
Atterberg Limits/Plasticity Index (AASHTO T90)	1 per Mix Design	1		0
Asphalt Content (CTM382)	1 per day	8	261	2,088
Sieve Analysis(ASTM C136/CTM 202)	1 per day	8	177	1,416
Gyratory Compacted Bulk Sp. Gr. (set of 3)	1 per day	8	368	2,944
Moisture Content (CTM 226)	1 per day	8	78	624
Max. Theoretical Specific Gravity	1 per day	8	201	1,608
Coated: Bulk Specific Gravity Compacted HMA Sample or Core (CTM 308A)	1 per 250 tons	20	71	1,420
Hamburg wheel track(AASHTO T234)	1 per Mix Design	1	1,511	1,511
Tensile Strength Ratio (AASHTO T283)	1 per Mix Design	1	1,191	1,191
HMA Ignition Oven Correction Factor (AASHTO T309)	1 per Mix Design	1	965	965
			Subtotal	**$ 15,779.00**

Testing of PCC				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	4 per project	4	177	708
Sand Equivalent (ASTM D5419/ CTM 217)	2 per project	2	177	354
Cylinder Compressive Strength (ASTM C39)	1 set of 5 per day	20	48	960
Daily Sample Pickup	Daily	4	200	800
			Subtotal	**$ 2,822.00**
			Total	**$ 25,130.00**

TASK 1: PRECONSTRUCTION SERVICES						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preconstruction Meeting Attendance	Assumed at one Preconstruction Meeting	Project Manager	1	HR.	$ 217.00	$ 217.00
					Subtotal:	$ 217

TASK 2: SERVICES DURING CONSTRUCTION						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Coordinate and Manage Material Testing and Inspection, Review Reports/Report Submittal	Based on a one hour per technician/inspection shift for QA Program Management	Project Manager	7	HR.	$ 217.00	$ 1,519.00
Review Contractor Submittals	Assume one hour review per submittal for 2 submittals	Project Manager	2	HR.	$ 217.00	$ 434.00
Provide Technician for Material Testing (concrete, HMA, earthwork, subgrade, and base) Technician is billed on a portal to portal basis	Assume 7 days	Quality Assurance Technician	56	HR.	$ 165.00	$ 9,240.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions Billed on a per test basis	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	$ 5,567.00	$ 5,567.00
					Subtotal:	$ 16,760

TASK 3: SERVICES DURING CLOSEOUT						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Preparation and Submittal of Complete Closeout File	Assumed at four hours for review and submittal	Project Manager	2	HR.	$ 217.00	$ 434.00
Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	2	HR.	$ 248.00	$ 496.00
					Subtotal:	$ 930

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	RELATED PROVISIONS:	OTHER DIRECT COST	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Nuclear Density Gauge	Per Technician per hour during field compaction activities	Expense Item Billed per Unit	44	HR.	$ 9.00	$ 396.00
					Subtotal:	$ 396
CONTINGENCIES OPTION						
PROFESSIONAL SERVICE	RELATED PROVISIONS:		ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Overtime Contingency Allowance	Overtime billed at 1.5 x hourly rate and Double-time billed at 2.0 x the applicable hourly rate		0	HR.		$ -
					Subtotal:	$ -
					QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:	$ 18,303

G3 QUALITY

Appendix B - Laboratory Schedule of Fees

Subgrade and Base				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	1 Base Samples	1	177	177
Sand Equivalent (ASTM D5419/ CTM 217)	1 Base Samples	1	177	177
Durability Index (ASTM D3744)	1 per source	1	349	349
R-Value (CTM 301)	1 per source	1	516	516
			Subtotal	$ 1,219.00
HMA				
	Frequency	# Tests	Unit Cost	
Asphalt Content (CTM382)	1 per day	2	261	522
Sieve Analysis(ASTM C136/CTM 202)	1 per day	2	177	354
Gyratory Compacted Bulk Sp. Gr. (set of 3)	1 per day	2	368	736
Moisture Content (CTM 226)	1 per day	2	78	156
Max. Theoretical Specific Gravity	1 per day	2	201	402
Coated: Bulk Specific Gravity Compacted HMA Sample or Core (CTM 308A)	1 per 250 tons	9	71	639
			Subtotal	$ 2,809.00
Testing of PCC				
	Frequency	# Tests	Unit Cost	
Sieve Analysis(ASTM C136/CTM 202)	2 per project	2	177	354
Sand Equivalent (ASTM D5419/ CTM 217)	1 per project	1	177	177
Cylinder Compressive Strength (ASTM C39)	1 set of 5 per day	5	48	240
Flexural Beams MOR (ASTM C78)	1 set of 4 per day	4	92	368
Daily Sample Pickup	Daily	2	200	400
			Subtotal	$ 1,539.00
			Total	$ 5,567.00

ATTACHMENT B: STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

Working Conditions: Contractor to provide site access to inspection/testing locations.

Scheduling: Dispatch for services to be made minimum 24 hours in advance.

Completion: G3 Quality shall continue performance of the Scope of Work until completion or other termination pursuant to the terms of this Agreement.

Cancellation: Client may cancel or reschedule work anticipated to be performed the following day without charge by giving notice thereof before 4:00 p.m. of the preceding day for local inspections within 75 miles radius of the closest G3 Quality facility.

Insurance: G3 Quality agrees to procure and maintain at its sole expense worker's compensation insurance as required by law, automobile liability insurance, commercial general liability insurance and professional liability insurance for claims arising from the performance of this Agreement to the extent caused solely by the negligent acts, errors and omissions for which G3 Quality is legally liable. Upon request, Client shall be named as an additional insured on commercial general liability and automobile liability insurance for the parties set forth on Page 1 of this Agreement for claims covered by G3 Quality's insurance, subject to the limitation of liability set forth in these Terms and Conditions.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal-to-Portal Basis)

2-Hour Minimum:	Inspector arrives at jobsite, no work to perform
4-Hour Minimum:	1 to 4 hours of inspection
8-Hour Minimum:	Over 4 hours of inspection

Regular Time: The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection): Any portion past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and One – Half will be billed at a base fully loaded hourly rate multiplied by 1.5.

Double Time (All Types of Inspection): After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Double Time will be billed at a fully loaded base rate multiplied by 2.0.

Shift Differential: For additional requested services within the Local 12 jurisdiction, a $1.00 per hour shift differential premium will be charged for all inspection hours outside Regular Time of 5:00 a.m. to 5:00 p.m. For additional requested services within the Local 3 jurisdiction, a $5.00 per hour shift differential premium will be charged for all inspection hours outside Regular Time of 5:00 a.m. to 5:00 p.m. Client agrees to provide 48-hour notice to G3 Quality prior to requiring a shift that will include hours falling outside this time period. Failure to provide such notice will result in that entire shift being billed at the Overtime Rate.

Meal Period: When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Reimbursable Expenses: Parking, air fare, car rental, food, and lodging, etc. will be charged at cost plus 15% per processed invoice unless provided by client.

Subsistence: Subsistence on remote Projects will be charged per quotation.

Saturday Sample Pickups: Strict conformance with testing standards may require G3 Quality to perform certain work on Saturday. For example, concrete specimens cast on Friday must be picked up on Saturday in order to conform with ASTM C31, which requires specimens to be moved to their final curing location within 48 hours of casting. In the event of Saturday work, the rates and charges applicable to such work as set forth in Attachment "C" shall apply. G3 Quality shall not be responsible for negative test results, implications or outcomes in the event Client fails to approve and pay such charges.

Additional Requested Laboratory Testing Hours and Rush Testing: Laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 times regular test rate will be charged for rush testing.

Charges for Subcontracted Services: Subcontract services will be billed at cost plus 20%.

Fees, Billing and Payment. Charges for all services will be invoiced by G3 Quality and must be paid by Client in accordance with the Schedule of Values set forth in Attachment "A". Payment is due upon receipt of invoice and Client agrees that payment shall be made within thirty (30) days of receipt of invoice. If this Agreement or any part thereof is cancelled by Client after receipt of an oral report of findings, Client agrees that eighty (80) percent of the total fee shall be due and owing. Sums not paid within thirty (30) days shall be subject to a late payment charge equal to the greater of one and one half (1/12) percent per month or the maximum amount allowed by law. If Client disputes a portion of the fee owed, Client shall pay all remaining amounts due and owing pending resolution of the dispute. G3 Quality may suspend performance of or terminate this Agreement or any part of the Scope of Work upon reasonable notice for non-payment. The prevailing party in any action in connection with the enforcement of this Paragraph shall be entitled to recover its attorneys' fees. Jurisdiction and venue of all such actions and any other actions arising from this Agreement shall be in Los Angeles County, State of California.

Escalation Clause: The prices quoted herein for G3 Quality's services are binding until the 30th day of June of the year following which this Agreement is entered into. On July 1 of each year, the cost for the Scope of Work shall be increased by 5%. The charges for laboratory tests will be adjusted to cover escalations in G3 Quality's direct labor, general administrative and overhead expenses, on as-needed basis. Such adjusted charges shall become the agreed-upon basis for the continuation of work by G3 Quality.

Anticipated Costs: Client recognizes and agrees that any pricing indicated in this Schedule of Fees as anticipated costs, budget estimates, or the like are NOT guaranteed costs or maximums, lump sums or not-to-exceed totals. Client will be invoiced for all work performed.

Standard of Performance: The standard of care for the Scope of Work and all professional engineering, consulting and related services performed or furnished by G3 Quality under this Agreement shall be the care and skill ordinarily used by members of G3 Quality's profession practicing under the same or similar circumstances and in the same locality and at the same time the Scope of Work is performed. G3 QUALITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONJUNCTION WITH ITS SCOPE OF WORK OR OTHER PROFESSIONAL SERVICES.

Indemnification: Client shall indemnify, defend, and hold harmless G3 Quality from and against all claims, suits, damages, losses, expenses, costs, fees, obligations, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that G3 Quality shall incur or suffer which arise or result from or relate to the breach of or failure by Client to perform this Agreement, or any representation, warranty, covenant, duty or promise given or made by Client.

Limitation of Liability: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SCOPE OF WORK AND THIS AGREEMENT TO BOTH CLIENT AND G3 QUALITY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF G3 QUALITY AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY OR THROUGH CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND EXPERT COSTS, OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE SCOPE OF WORK OR THE AGREEMENT, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY G3 QUALITY UNDER THIS AGREEMENT, OR THE TOTAL AMOUNT OF $10,000, WHICHEVER IS GREATER. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGE, LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. HOWEVER, IN NO EVENT SHALL G3 QUALITY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. G3 QUALITY SHALL HAVE NO DUTY, RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE SCOPE OF WORK OR THIS AGREEMENT UNTIL PAID IN FULL.

Reliance. Client understands and agrees that the Scope of Work governed by this Agreement is for Client's sole use and benefit and agrees not to authorize any third party to rely on the Scope of Work or any other work product of G3 Quality without the prior written consent of G3 Quality. G3 Quality acknowledges that Client may wish to allow others to rely on the work product of G3 Quality and agrees to extend reliance to others conditioned upon the execution of an appropriate agreement and collection of additional fees. Client acknowledges that the terms and conditions offered to others in connection with such reliance may differ from those set forth herein. Except as expressly provided for in a writing executed by G3 Quality, there shall be no third-party beneficiaries of this Agreement.

Employment Conditions: In consideration of this Agreement and other valuable consideration, the adequacy and receipt of which is acknowledged, Client agrees that during the term of this Agreement and for one year following the completion of the Scope of Work or other termination hereof, Client will not directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, vendor, or independent contractor of, or consultant to, G3 Quality (an "Affiliate") to leave their employment or assignment with G3 Quality. Should any Affiliate of G3 Quality become an employee, temporary employee, vendor, independent contractor, or consultant of client or clients' subsidiaries, a placement fee equal to 40% of the full effective annual compensation package such Affiliate will be assessed and payable by Client to G3 Quality.

Termination. This Agreement may be terminated by G3 Quality immediately as set forth in Exhibit "B" (Fees, Billing and Payment") and if Client breaches a material provision of this Agreement upon reasonable notice to Client. Client may terminate this Agreement for cause if G3 Quality breaches a material provision of this Agreement and such breach remains uncured for a period of seventy-two (72) hours after receipt of written notice by G3 Quality. If this Agreement is terminated by Client other than for cause, Client shall be liable for and pay to G3 Quality all sums due for services provided to the date of termination, G3 Quality's lost profit for the Scope of Work and the reasonable cost of demobilizing the project in addition to any damages or remedies to which G3 Quality may be entitled under law or in equity.

Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and any other work product of G3 Quality, and any of its employees, subcontractors or agents, produced pursuant to this Agreement shall remain the property of G3 Quality. G3 Quality shall have the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that Client's right to utilize the services and work product created pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms of this Agreement and Client has performed all

obligations under this Agreement. Client further agrees that the work product produced of G3 Quality shall not be reproduced or altered in any way nor used on any other project or for any purpose other than as specifically authorized by G3 Quality.

Binding and Superseding Effect: T he provisions of this Agreement, including these Terms and Conditions, shall prevail over any additional, differing, conflicting or inconsistent terms and conditions which may appear in Client's, contract, agreement, purchase order, approval, acceptance, or the like. Any such terms and conditions are not part of the Agreement between G3 Quality and Client and are not binding upon G3 Quality. This Agreement may not be modified, altered, varied, or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of G3 Quality.

Accepted by and Between:

CLIENT NAME	**G3 Quality, Inc.**
Client	Consultant
Signature	Signature
Print Name/Title	Print Name/Title
Date	Date

ATTACHMENT C: ADDITIONAL SERVICES SCHEDULE OF FEES

STANDARD SCHEDULE OF FEES

Professional Staff Rates Per Hour Unless Otherwise Noted	
Engineering and Consulting	
Classification	**Rate**
Principal / Project Director	$248.00
Registered Engineer	$238.00
Quality Program Manager	$233.00
Project Technical Advisor	$227.00
Project Manager	$217.00
Staff Engineer	$184.00
Laboratory Manager	$139.00
Laboratory Technician	$117.00
Administrative	$69.00
Field Inspection and Technician Services	
Classification	**Rate**
Quality Control Manager	$180.00
Public Works Inspector	$152.00
ICC Soils Inspector/Grading Inspector/LA Deputy	$157.00
ICC Structural Concrete/Masonry Inspector	$157.00
Roadway Inspector	$157.00
Structures Inspector	$157.00
HMA / Concrete Batch Plant Inspector	$152.00
Source Materials Fabrication Inspector	$157.00
Quality Assurance / Quality Control Technician	$152.00
AWS Certified Welding Inspector	$157.00
NDE Inspection (ASNT, NDT, UT/MT/PT)	$181.00
Coating Inspection (NACE II)	$178.00
Office Administrative Fees	
Classification	**Rate**
Monthly Certified Payroll Report	$150
Final Geotechnical or Design Report Replicate Copy	$275
Overnight Mail (cost plus 15%)	15%

Equipment Usage
Per **Day** Unless Otherwise Noted

Equipment/Vehicle	
Classification	**Rate**
Air Meter	$39.00
Drilling/Sampling Equipment	By quote
Nuclear Gauge (per hour)	$9.00
Concrete/Asphalt Coring Equipment	$583.00
Ground penetrating radar	$299.00
Magnetic Imaging Technology Scanner (MIT dowel bar Scanner) (per hour)	$210.00
Pavement Inertial Profiling truck (per hour)	$236.00
Field Truck	$125.00
Caltrans Rapid Strength Concrete Testing Mobile Laboratory	$473.00
Onsite Project Mobile Laboratory	By quote
Travel and Miscellaneous	
Remote Project Subsistence	By quote
Travel Time (billed Portal to Portal at hourly billing rate of the individual)	By quote
Overtime and Saturday Rate	1.5x Hourly Rate
Double-time, Sunday and Holiday Rate	2.0x Hourly Rate
Less than 12 Hour Notice Scheduling Surcharge	Standard Rate plus 50%

Laboratory Sample Handling
Per Hour Unless Otherwise Noted

Sample Pick-Up	
Classification	**Rate**
Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	$225.00
Saturday or Sunday Sample Pick-Up Trip (within 100 miles of closest G3 Laboratory Flat Rate)	$355.00
Rush Charges for Laboratory Services Note: Available for Certain Tests at the Following Premiums Above List Price	
Classification	**Rate**
Same Day Service (dependent on availability)	100%
1 Day Turnaround	80%
2 Day Turnaround	60%
3 Day Turnaround	40%
4 Day Turnaround	25%

Laboratory Testing Services

Concrete Tests (Field Made Specimens)

Test	Test Method	Invoice Code	Rate
Coefficient of Thermal Expansion	AASHTO T-336	5000	$772.00
Core Compression (including trimming)	ASTM C42/C39	5001	$105.00
Cylinder: Compression Strength - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5002	$48.00
Cylinder: Tested out of Sequence - 6" x 12" or 4" x 8"	ASTM C39, CTM 521, AASHTO T22	5003	$54.00
Density, Absorption, and Voids in Hardened Concrete	ASTM C642	5004	$428.00
Flexural Beams Not Exceeding Ref. Size of 6"x6"x18"	ASTM C78, CTM 523, AASHTO T97, ASTM C1609	5005	$92.00
Modulus of Elasticity Test	ASTM C469	5006	$249.00
Splitting Tensile Strength: Cylinders	ASTM C496	5007	$122.00
Measuring Thickness of Concrete Elements Using Drilled Cores (Per Core)	ASTM C174 / CTM 531	5011	$55.00
Drying Shrinkage (28 Days), 5 Readings up to 28 Dry Days	AASHTO T160 / ASTM C157 Modified	5009	$668.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5009.1	$67.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5009.2	$39.00
Nuclear Hot Concrete Test	SPM-5.28.14	5012	By Quote

Concrete Specimen Preparation

Test	Test Method	Invoice Code	Rate
Coring of Test Panels in Lab (Each)		5100	$71.00
Diamond Sawing of Cores or Cylinders (Each)		5101	$48.00

Concrete Mix Design and Laboratory Trial Batch

Test	Test Method	Invoice Code	Rate
Concrete Laboratory Trial Batch	ASTM C192	5200	By Quote
Concrete Laboratory Mix Study	ASTM C192	5201	By Quote
Lab Drying Shrinkage (28 days Wet/28 Day Dry), 5 Readings	ASTM C157	5202	$689.00
Lab Drying Shrinkage (Up to 28 days), 5 Readings	AASHTO T160 / ASTM C157 Modified	5203	$638.00
• Additional Reading, Per Set of Three Bars	AASHTO T160 / ASTM C157 Modified	5203.1	$67.00
• Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	AASHTO T160 / ASTM C157 Modified	5203.2	$39.00
Time of Set (Up to 8 hours)	ASTM C403	5204	$210.00
Laboratory Concrete Mix Study	ASTM C192	5205	By Quote
Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) – Fine Aggregate	ASTM C1260	5206	$1,050.00
Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) – Coarse Aggregate	ASTM C1260	5207	$1,260.00
Potential Alkali-Silica Reactivity of Aggregate Combinations – Accelerated Mortar Bar Method	ASTM C1567	5208	$1,260.00
Unit Weight Including Lightweight Concrete, Air Dry Method	ASTM C567	5209	$132.00
Unit Weight Including Lightweight Concrete, Oven Dry Method	ASTM C567	5210	$116.00

Laboratory Testing Services			
Potential Reactivity of Aggregate – Mortar Bar Expansion Method (12 Months)	ASTM C1293	5211	$2,900.00
Potential Reactivity of Aggregate – Mortar Bar Expansion Method (24 Months)	ASTM C1293	5212	$3,100.00
Specifications for Lightweight Aggregates	ASTM C330	5213	By Quote
Masonry, Prisms, Mortar, and Grout			
Test	**Test Method**	**Invoice Code**	**Rate**
Absorption of Masonry Block (set of 3)	ASTM C140	5300	$128.00
Compressive Strength of Composite Prism, 8"x8"x16"	ASTM C1314	5301	$174.00
Compressive Strength of Composite Prism, 8"x12"x16"	ASTM C1314	5302	$272.00
Compression Strength of Masonry Block (set of 3)	ASTM C140	5303	$280.00
Compressive Strength of Masonry Cores, 6"	ASTM C39	5304	$92.00
Grout Compressive Strength, 2"x2"x2" Cube	ASTM C109	5305	$58.00
Grout Compressive Strength, 3"x3"x6" Prism	UBC STD 21-18, ASTM C1019	5306	$76.00
Linear Shrinkage of Masonry Block (set of 3)	ASTM C426	5307	$334.00
Mortar Compressive Strength 2"x4", 3"x6" Cylinder	UBC STD 21-16, ASTM C780	5309	$128.00
Mortar Compressive Strength 2"x2"x2" Cube	UBC STD 21-16, ASTM C780	5310	$58.00
Shear Test of Masonry Cores, 6"	DSA	5311	$128.00
Unit Weight of Masonry Block (set of 3)	ASTM C140	5313	$128.00
Web and Face Shell Measurements	ASTM C140	5314	$79.00
Laboratory Batched Cement Mortar, 2"x2"x2" Cubes (Set of 9)	ASTM C109	5315	$620.00
Relative Mortar Strength of Portland Cement Concrete Sand	CTM 515	5316	$1,320.00
Soils and Aggregate Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Abrasion: Los Angeles Rattler	ASTM C131, CTM 211, AASHTO T96	2000	$349.00
Abrasion: Los Angeles Rattler, Large-Size Coarse Agg.	ASTM C535, CT 211	2001	$386.00
Atterberg Limits/Plasticity Index	ASTM D4318, CTM 204, AASHTO T90	2002	$313.00
California Bearing Ratio Excluding Maximum Density (Multi-Point)	ASTM D1883, AASHTO T193	2003	$549.00
California Bearing Ratio Excluding Maximum Density (One Point)	ASTM D1883, AASHTO T193	2003.1	$263.00
California Bearing Ratio Excluding Maximum Density (Cement or Lime Treated)	ASTM D1883, AASHTO T193	2003.2	$683.00
Chloride and Sulfate Content	CTM 417, CTM 422	2004	$203.00
Clay Lumps and Friable Particles	ASTM C142	2005	$301.00
Cleanness Value: 1" x #4	CTM 227	2006	$275.00
Cleanness Value: 2.5" x 1.5" or 1.5" x .75"	CTM 227	2007	$550.00
Corrosivity Series: Sulfate, Cl, pH, Resistivity	CTM 643, 417, 422	2008	$402.00
Crushed/Fractured Particles	ASTM D5821, CTM 205, T335	2009	$267.00
Durability Index: Per Method – A, B, C, or D	ASTM D3744, CTM 229, AASHTO T210	2010	$338.00
Expansion Index	ASTM D4829	2011	$251.00
Flat Particle and Elongated Particle	ASTM D4791, CTM 235	2012	$273.00
Flat or Elongated Particle	ASTM D4791, CTM 235	2013	$281.00
Full Depth Reclamation (FDR) Mix Design	Project Specified	2014	By quote

Laboratory Testing Services			
Material Finer than #200 Sieve by Washing	ASTM D1140, CTM 202, AASHTO T11	2015	$129.00
Moisture and Density: Ring Sample	ASTM D2937	2016	$67.00
Moisture and Density: Shelby Tube Sample	ASTM D2937	2017	$95.00
Organic Impurities	ASTM C40, CTM 213, AASHTO T21	2018	$135.00
Permeability of Granular Soil	ASTM D2434, CTM 220, AASHTO T215	2019	By quote
R-Value: Soil	ASTM D2844, CTM 301, AASHTO T190	2020	$371.00
R-Value: Aggregate Base	ASTM D2844, CTM 301, AASHTO T190	2021	$516.00
Relative Compaction of Soils (California Method)	CTM 216	2022	$281.00
Sand Equivalent	ASTM D2419, CTM 217, AASHTO T176	2023	$177.00
Sieve w/ Hydrometer: 3/4" Gravel to Clay	ASTM D422, CTM 203, AASHTO T88	2024	$315.00
Sieve w/ Hydrometer: Sand to Clay	ASTM D422, CTM 203, AASHTO T88	2025	$315.00
Sieve Analysis with Wash	ASTM C136, CTM 202, AASHTO T27	2026	$177.00
Sieve Analysis w/out Wash	ASTM C136, CTM 202, AASHTO T27	2027	$150.00
Split Sieve Analysis (coarse/fine aggregates)	ASTM C136, CTM 202, AASHTO T27	2028	$261.00
Sieve Analysis w/o Wash: W/ Cobbles	ASTM C136, CTM 202, AASHTO T27	2029	$287.00
Soil Cement Treated Mix Design	Project Specified	2030	By quote
Soil Max. Density & Optimum Moisture: Standard Effort	ASTM D698, AASHTO T99	2031	$299.00
Soil Max. Density & Optimum Moisture: With Rock Correction	ASTM D698, D1557, D4718, AASHTO T99, T180	2032	$393.00
Soil Max. Density & Optimum Moisture Density: Check Point	ASTM D698, D1557, AASHTO T99, T180	2033	$129.00
Max. Density & Optimum Moisture: Modified Effort	D1557, AASHTO T99, T180	2034	$320.00
Soils and Aggregates: Moisture Content	ASTM D566, CTM 226, AASHTO T255	2035	$42.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles, Per Sieve Size	ASTM C88, CTM 214, AASHTO T104	2036	$183.00
Specific Gravity and Absorption: Coarse Aggregate	ASTM C127, CTM 206, AASHTO T85	2037	$149.00
Specific Gravity and Absorption: Fine Aggregate	ASTM C128, CTM 207, AASHTO T84	2038	$231.00
Specific Gravity of Soils	ASTM D854, CTM 209, AASHTO T100	2039	$145.00
Standard Specification for Concrete Aggregates (C33)	ASTM C33	2040	By quote
Uncompacted Void Content - Fine Aggregate	ASTM C1252, CTM 234, AASHTO T304	2041	$212.00
Unconfined Compression of Soils	ASTM D2166, CTM 221, AASHTO T208	2042	$313.00
Unit Weight of Aggregates	ASTM C29, CTM 212, AASHTO T19	2043	$137.00
Voids in Aggregate	ASTM C29, CTM 212, AASHTO T19	2044	$137.00
Lightweight Particles, Fine Aggregate	ASTM C123, AASHTO T113	2045	$184.00
Lightweight Particles, Coarse Aggregate	ASTM C123, AASHTO T113	2046	$221.00
Lightweight Particles, Coarse Aggregate (Chert)	ASTM C123, AASHTO T113	2047	$221.00

Hot Mix Asphalt (HMA), Warm Mix Asphalt (WMA), Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
SSD: Bulk Specific Gravity of Compacted HMA Sample or Core	ASTM D2726, CTM 308C, AASHTO T166	3000	$71.00
Coated: Bulk Specific Gravity Compacted HMA Sample or Core	ASTM D1188, CTM 308A, AASHTO T275	3001	$102.00
Draindown Characteristics in Uncompacted HMA	ASTM D6390, AASHTO T305	3002	$210.00
Lab Mixed-Effect of Moisture on HMA	ASTM D4867, AASHTO T283	3003	$1,647.00
Lab Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3004	$2,010.00
Plant Mixed-Effect of Moisture on HMA Mix	ASTM D4867, AASHTO T283	3005	$1,191.00

Laboratory Testing Services			
Plant Mixed-Effect of Moisture on HMA, 1 Freeze Thaw	ASTM D4867, AASHTO T283	3006	$1,647.00
Extraction: % Bitumen by Ignition	ASTM D6307, CTM 382, AASHTO T308	3007	$270.00
Extraction: % Bitumen by Ignition & Gradation	ASTM D6307/D5444, CTM 382/202, AASHTO T308/T27	3008	$373.00
Gyratory Compacted Bulk Sp. Gr. (set of 3)	ASTM D6925, AASHTO T312	3009	$368.00
Plant Mixed - Hamburg Wheel Track Test	AASHTO T234	3010	$1,511.00
Lab Mixed - Hamburg Wheel Track Test	AASHTO T234	3011	$2,562.00
HMA Ignition Oven Correction Factor	ASTM D6307, CTM 382, AASHTO T309	3012	$965.00
HMA Moisture Content	CTM 370, AASHTO T329	3013	$78.00
Hveem Mix Design	Project Specified	3014	By quote
Hveem Compacted Bulk Sp, Gr. (set of 3): Paraffin	ASTM D1188, CTM 308A, AASHTO T275	3015	$261.00
Hveem Stabilometer Test - Lab Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3016	$447.00
Hveem Stabilometer Test - Plant Mixed (set of 3)	ASTM D1560/1561, CT 304/366, AASHTO T246/247	3017	$273.00
Lab Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3018	$435.00
Plant Mixed - Indirect Tensile Strength of HMA (IDT)	ASTM D6931	3019	$294.00
Lab Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3038	$435.00
Plant Mixed - High Temperature Indirect Tensile Strength of HMA (IDT-HT)	ASTM D6931	3039	$294.00
4" Marshall Compacted Bulk. Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3020	$292.00
6" Marshall Compacted Bulk Sp. Gr. (set of 3)	ASTM D2726, CTM 308C, AASHTO T166	3021	$302.00
Marshall Mix Design	Project Specified	3022	By quote
Max. Theoretical Specific Gravity [RICE]	ASTM D2041, CTM 309, AASHTO T209	3023	$201.00
Open Grade Mix Design	Project Specified	3024	By quote
Quantitative Extraction: % Bit. & Sieve Analysis	ASTM D2172, AASHTO T164	3025	$394.00
RAP Quality Testing - Total of 3 Samples	CTM 384, MS-2	3026	$3,074.00
Lab Mixed - Resistance of Compacted HMA to Moisture Damage	CTM 371	3027	$2,405.00
Resistance to Plastic Flow - 4" Marshall of Cored Sample	ASTM D6926/6927, AASHTO R68/T245	3028	$194.00
Resistance to Plastic Flow - 4" Marshall Test, Plant Mix	ASTM D6926/6927, AASHTO R68/T245	3029	$294.00
Resistance to Plastic Flow - 4" Marshall Test Lab Mixed	ASTM D6926/6927, AASHTO R68/T245	3030	$435.00
Resistance to Plastic Flow - 6" Marshall Test Lab Mixed	ASTM D5581	3031	$569.00
Resistance to Plastic Flow - 6" Marshall Test, Premixed	ASTM D5581	3032	$454.00
Superpave Mix Design	Project Specified	3033	By quote
Rutting Susceptibility of HMA using the APA Lab Mixed	AASHTO T340	3034	$2,406.00
Rutting Susceptibility of HMA using the APA - Plant Mixed	AASHTO T340	3035	$2,009.00
Lab Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3040	$1,575.00
Plant Mixed - Rapid Shear Rutting Test (IDEAL-RT) - Set of 3	ASTM WK71466	3041	$1,050.00
Lab Mixed - Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3036	$1,575.00

Laboratory Testing Services			
Plant Mixed – Indirect Tensile Cracking Test (IDEAL -CT) - Set of 3	ASTM 8225	3037	$1,050.00
Test	**Test Method**	**Invoice Code**	**Rate**
Emulsion Residue, Evaporation	ASTM D244	3100	$159.00
Emulsion Sieve Test	ASTM D244	3101	$154.00
Furol Viscosity @ 77°F	ASTM D7496	3102	$161.00
Furol Viscosity @ 122°F	ASTM D7496	3103	$170.00
Penetration	ASTM D5	3104	$147.00
Residue by Evaporation	ASTM D6934	3105	$154.00
Sieve Test	ASTM D6933	3106	$120.00
Storage Stability, 1 Day	ASTM D6930	3107	$189.00
Storage Stability, 5 Day	ASTM D6930	3108	$218.00
Wet Track Abrasion	ASTM D3910	3109	$203.00
Binder Tests			
Test	**Test Method**	**Invoice Code**	**Rate**
Cone Penetration	ASTM D217	3200	$135.00
Haake Viscosity	LP-11	3201	$175.00
Resilience @ 77°F	ASTM D5329	3202	$135.00
Rubber Binder Profile	Project Specified	3203	$4,549.00
Softening Point	ASTM D36	3204	$147.00
PG Binder Specification Compliance	AASHTO M320	3205	$954.00
PG Grade Determination	AASHTO R29 / AASHTO M332	3206	$1,213.00

--END OF SCHEDULE OF FEES--

January 29, 2026

Raymond Velasco, PE
Senior Project Manager
FCG Consultants
22885 Savi Ranch Parkway, Suite G
Yorba Linda, CA 92887

RE: Cultural l Resources Mitigation Monitoring Program for the I-710 Firestone Boulevard Southbound On Ramp Modification Project-Federal Project HP21L-5257 (036), City of South Gate.

Dear Raymond:

BFSA Environmental Services, a Perennial Company has prepared the following proposal to provide consulting services for the mitigation of adverse impacts to cultural resources within the I-710 Firestone Boulevard Southbound On Ramp Modification Project-Federal Project HP21L-5257 (036), in the city of South Gate. The mitigation measures for this property are presented in the RFP for the project. The project is estimated to have a duration of 58 weeks. This proposal provides the projected scope of work and associated budget for the mitigation monitoring program with options of assumed 116 days/ 928 hours of monitoring (twice a week for 58 weeks) or 58 days/464 hours of monitoring (once a week for 58 weeks). If additional monitoring is required for the completion of the project, a change order will be prepared. The scope of work below summarizes the tasks that will be required by the Mitigation Measures.

Cultural Resources Mitigation Monitoring Program

- MM TCR-2 includes a requirement for Native American monitoring. The project applicant or lead agency must consult with a Gabrielino tribe that is listed on the Native American Heritage Commission contact list before starting any ground-disturbing activities. Additionally, a Tribal Monitor, of Gabrielino descent, must be present during these ground-disturbing activities. These Tribes will not subcontract with the archaeologist and will instead elect to contract directly with the owner or developer. For this task, BFSA will provide assistance to consult with the tribe(s) and

assist with the preparation of the Pre-Excavation Agreement between the owner and the tribe.

- For this project, BFSA will provide a single monitor each day who is qualified as an archaeologist and will be responsible for the identification of any archaeological deposits that might be uncovered during ground disturbance. Should the monitor make such a discovery, the deposit or feature would be temporarily secured from any further disturbance from grading, and the project manager will be notified of the discovery and the scope of any subsequent fieldwork needed to evaluate the discovery and outline possible mitigation measures. The archaeological discovery or fossil deposit will be evaluated for significance and, if necessary, a mitigation plan will be formulated to excavate and recover the resource.

- Per MM TCR-5, During construction, pursuant to CEQA Guidelines section 15064.5(f), in the event that prehistoric subsurface cultural resources are discovered during ground-disturbing activities, all work within 50 feet of the resources shall be halted. The archeologist and the Tribal Monitor shall assess the significance of the find. If any find is determined to be significant, appropriate avoidance measures recommended by the archeologist and the Tribal Monitor will be implemented. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted. Work may proceed on different parts of the Project site while measures for the cultural resources are implemented. The archeologist and The Tribal Monitor shall record object(s) with the intent of putting item(s) back safely into the project site where there will be no further disruption or vulnerability. The Tribal Monitor shall work collaboratively with any other tribal monitor working on-site in the event of any discovery.

- Per MM TCR-6, during construction, according to CEQA Guidelines section 15064.5(e)(1), if human skeletal remains are discovered at the Project site, all work must stop immediately. The project applicant is required to notify the County Coroner of such discovery without delay. If the County Coroner determines that the remains are Native American, all work must cease within 100 feet of the discovery until appropriate measures are taken. In cases where the remains are identified as Native American, the Coroner will contact the California Native American Heritage Commission (NAHC), in accordance with subdivision (c) of section 7050.5 of the California Health and Safety Code. If the relevant agencies conclude that avoidance of the site is not feasible, an alternative plan must be developed that outlines specific steps and a timeline for resuming construction activities. Monitoring, data recovery, determining the significance of the finds, and implementing avoidance measures (if necessary) must be carried out promptly, at the expense of the project applicant

- If required, BFSA will prepare a technical report with the results of the mitigation program conducted for the project, including the archaeological monitoring and any testing and mitigation work. The report will be prepared in accordance with agency guidelines. If cultural resources are discovered during the project, the City will require that these be summarized in the final report. A change order will be prepared for any required laboratory analysis or research needed to provide an analysis of any discoveries in the final monitoring report.

- Per TCR-3, prior to the start of grading, a preconstruction meeting will be required to review the monitoring program with the construction crew and provide a worker education discussion (Cultural Sensitivity Training) regarding the treatment of sensitive fossils or prehistoric artifacts.

Additional Costs:

- ***Direct Costs/Reimbursable Charges***

  The direct and reimbursable charges for the project would include mileage, copy or duplication charges, delivery/messenger service charges, or research fees associated with the mitigation monitoring process. The budget for this category will be placed at **$2,000.00**.

- ***Meetings***

  Meetings included as part of mitigation monitoring program include preconstruction meetings or general client/consultant meetings. All meetings will be charged hourly according to the attached Schedule of Hourly Rates.

- ***Project Management***

  Project oversight and tribal consultation, as needed, by senior staff: **$3,500.00**

Mitigation Monitoring Budget

The budget for the mitigation monitoring program has been prepared to accomplish the tasks required for the project:

1. **Option A:** Archeological Monitoring On-Site (58 working days [464 hours] @ $90.50/hour): **$42,000.00 T&M**
   Option B: Archeological Monitoring On-Site (116 working days [928 hours] @ $90.50/hour): **$84,000.00 T&M**
2. If required, final Archaeological Monitoring Report(negative): **$2,500.00 fixed fee**
3. Additional Costs –Reimbursable Costs: **$2,000.00 T&M**

4. Preconstruction Attendance: **$600.00 T&M**
5. Project Management: **$2,000.00 T&M**
6. Tribal Consultation: **$1,500.00 T&M**

Total Budget:

Option A: $2,500.00 fixed fees and $48,100.00 T&M

Option B: $2,500.00 Fixed Fees and $90,100.00 T&M

Proposal Summary

The cultural resources mitigation monitoring program will be invoiced on a time and materials basis or as fixed fees, depending upon the task. All monitoring will be invoiced as time and materials to provide the best value. Hours associated travel time or project management will be invoiced as time and materials. Monitors will charge for a half day minimum for any day that monitoring is scheduled. Invoices for the project will be based upon the Schedule of Hourly Rates attached to this letter. All invoices are due and payable within 30 days of receipt. Change orders will be prepared should archaeological or paleontological discoveries be made or if monitoring is extended beyond the number of hours estimated.

If you have any questions or wish further information, please contact me. We are prepared to begin this program at any time.

Sincerely,

Jennifer R.K. Stropes

Jennifer R.K. Stropes
JRKS:bs

Authorization

Accepted by: _____

Representing: _____

Date: _____

Option A Approved: _____

Option B Approved: _____

BFSA Environmental Services
A Perennial Company

2026 Schedule of Hourly Rates

BFSA Environmental Services

BFSA Environmental Services (BFSA), a Perennial Environmental company, is located at 14010 Poway Road, Suite A, Poway, CA 92064. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology.

Consulting Services	**Hourly Rate**
Principal Consultant	$ 235.00
Project Manager III	$ 180.00
Project Manager II	$ 155.00
Project Manager I	$ 130.00
Project Coordinator	$ 125.00
Senior Historian	$ 155.00
Historian	$ 115.00
Research Assistant	$ 98.00
Senior Archaeologist	$ 155.00
Project Archaeologist	$ 115.00
Archaeological Field Technician II	$ 105.00
Archaeological Field Technician I	$ 90.50
Laboratory Supervisor	$ 125.00
Laboratory Technician II	$ 100.00
Laboratory Technician I	$ 90.50
Senior Paleontologist	$ 145.00
Paleontologist II	$ 115.00
Paleontologist I	$ 100.00
Biological Consultant	$ 155.00
Field Biologist	$ 155.00
Field Biological Technician	$ 155.00
Field Supervisor	$ 125.00
Archaeological/Paleontological Field Monitor II	$ 100.00
Archaeological/Paleontological Field Monitor I	$ 90.50
Native American Monitor	Varies

Support Services	
GIS/GPS Mapping Services, Production/Implementation	$ 120.00
Graphics Artist/Draftsperson	$ 85.00
Word Processor/Editor	$ 67.50
Senior Editor	$ 100.50

Reimbursable Items: Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate. Other approved expenses will be billed with receipt and a 10% markup.

BFSA Environmental Services
A Perennial Company

BFSA Environmental Services, a Perennial Company
General Terms and Conditions

WORK TO BE PERFORMED: The services to be performed by Consultant for Client shall be as set forth in a Statement of Work, Proposal, Purchase Order, Request for Services or other similar document by and between the parties (the "Statement of Work"). The Statement of Work shall include the start date of the work, the anticipated end date of the work, a description of the services to be performed and the pricing for the services to be performed by Consultant and any other information required by the parties to detail the terms of the services to be performed. The Statement of Work shall be effective upon execution by authorized representatives of both parties. The services performed pursuant to a Statement of Work shall be governed by the terms of this Agreement. No purchase order or other written documentation shall alter or amend the terms of these General Terms and Conditions unless specifically acknowledged as an amendment to these terms and signed by an authorized representative of both parties. The services performed by Consultant pursuant to this Agreement and an authorized Statement of Work shall be deemed the "Work."

PERFORMANCE: In the event Client has any good faith concerns that the Consultant's Work was not performed in accordance with the Statement of Work, Client shall provide Consultant with written notice within 10 days of discovery of such alleged deficiency, detailing the Client's claim. If Consultant and Client mutually agree that Consultant's Work did not conform to the requirements set forth in a Statement of Work, Consultant shall remedy such deficiency in a commercially reasonable period of time. This shall be the sole and exclusive remedy for any alleged failure of Consultant to perform the Work in accordance with the Statement of Work and/or this Agreement. Consultant makes no warranties of any kind, express or implied.

INSURANCE REQUIREMENTS:
Each party shall carry the following minimum insurance limits:

General Liability – Including contractual with limits of not less than: $1,000,000 Per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate
Automobile Liability – With limits of not less than: $1,000,000 Combined Single Limit
Workers' Compensation – With limits of not less than: $1,000,000 Each Accident; $1,000,000 Disease Policy Limit; $1,000,000 Disease Each Employee.
All Certificates shall be current and in good standing at the time that any work is performed for Client. Consultant is responsible for providing renewal Certificates to Client as necessary to evidence coverage. Insurance carrier must be Best rated A VIII. ***Both Consultant and Client will carry at least the minimum insurance limits described above in support of the indemnity agreements contained herein.***

LIMITATION OF LIABILITY: In no event shall Consultant's liability hereunder exceed two times the total price of the Statement of Work applicable to the liability claim, regardless of the reason for or basis of the liability claim.

CONFIDENTIALITY: Consultant shall (and shall ensure that all of its employees, agents, and subcontractors involved with the performance of services under this Agreement) keep confidential any proprietary, trade secret, business secret or other such information of Client, or of any of its producers, vendors, suppliers, or customers, which Consultant learns as the result of carrying out its obligations hereunder. The pricing, costs and other information provided by Consultant to Client pursuant to this Agreement or a Statement of Work shall be deemed Consultant's confidential information and shall not be disclosed by Client, its employees, agents or contractors without the prior written consent of Consultant.

INDEPENDENT CONTRACTOR: Consultant is an independent contractor with respect to the performance of the work to be performed under this Agreement or any Statement of Work. Neither Consultant nor anyone employed by Consultant or contracted under Consultant shall be deemed to be the employee, agent, servant or representative of Client. Client shall have no direction or control of Consultant or its employees, agents or representatives except with respect to the results to be obtained for Client.

INDEMNIFICATION:

Definitions: For the purposes of this agreement, the following definitions shall apply:

1. "Consultant Group" shall mean: Consultant, its parent, subsidiary and affiliated or related companies, its and their co-owners, partners, contractors, subcontractors and joint ventures, if any and their respective parents, subsidiary and affiliated or related companies, and the officers, directors, employees, agents, contractors and invitees, of all of the foregoing.

2. "Client Group" shall mean: Client, its parent, subsidiary and affiliated or related companies, its and their working interest owners, co-lessees, co-owners, partners joint operators, customers, contractors and subcontractors (other than Consultant) invitees and joint ventures, if any, and their respective parents, subsidiary and affiliated or related companies, and the officers, directors, employees, agents consultants and invitees of all of the foregoing.

Each Party (the "Indemnitor") shall release, defend, indemnify and hold harmless the other Party (the "Indemnitee") and its respective Group from and against any and all claims, demands and defense costs for injury to, illness or death of (i) the other Party's Group, (ii) any third party, or (iii) for damage to or loss or destruction of the property of the other Party's Group or any third party, TO THE EXTENT ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITOR (OR ANY MEMBER OF ITS GROUP) IN THE PERFORMANCE OF THIS AGREEMENT OR ANY STATEMENT OF WORK. Neither Party assumes responsibility or liability for acts or omissions of unrelated third parties.

PAYMENT TERMS:
The Client shall pay Consultant for services and expenses in accordance with the rates described in the Statement of Work as mutually agreed upon by the parties. The rates in effect between the parties will be reviewed and updated annually with any modifications becoming effective upon mutual written agreement by the parties. Payment to Consultant is Net 30 days from the date of the Invoice unless otherwise provided in the Statement of Work. Consultant shall have the right to immediately terminate this Agreement and all Work in the event Consultant provides written notice to Client regarding the Client's failure to timely pay Consultant's invoices and Client does not pay all such past due invoices within 3 days of receipt of such notice.

GOVERNING LAW:
This Agreement and any applicable Statement of Work shall be governed by the laws of the State of California. Any disputes arising hereunder shall be brought exclusively in the court of competent jurisdiction in the State of Texas. Both parties consent and agree to such jurisdiction and venue and covenant and agree not to challenge or dispute the State of Texas as the state of applicable jurisdiction and venue for all matters arising out of this Agreement and any Statement of Work between the parties. Both parties waive the right to trial by jury.

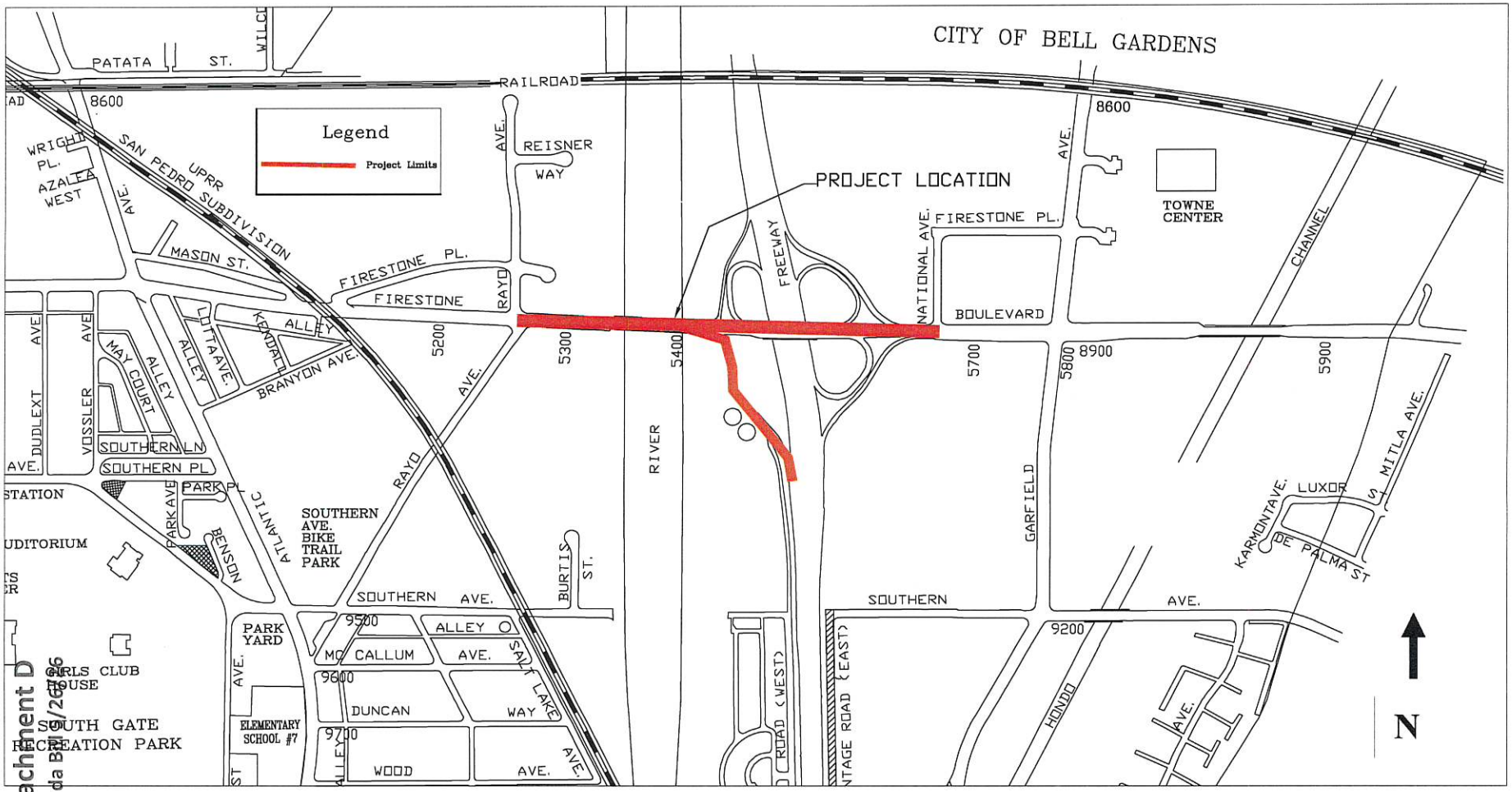
GENERAL:
This Agreement applies to all work and/or services performed by or on behalf of Consultant for Client and will remain in full force and effect continuously until either party terminates this Agreement in writing with a minimum of sixty (60) days advance written notice to the other party except as otherwise set forth herein.

This Agreement in no way obligates Client to use Consultant, solely or otherwise, nor does it obligate Consultant to perform work solely and exclusively for Client.

Client acknowledges and agrees that the Consultant has spent considerable time, money and effort recruiting, hiring, training and developing its employees assigned to provide services to Client; as such, in the event Client hires any employee of Consultant as an employee, independent contractor or otherwise during the term of this Agreement or for one year following the expiration or termination of any of the Work or Statement of Work, Client shall pay Consultant the sum of the Consultant employee's annual gross wages as a reimbursement of Consultant's costs and expenses related to its employee hired by Client.

This Agreement may be assigned by either party to an affiliate or a successor in interest to the party whether by merger or acquisition of substantially all of the assets thereto. Any other assignment shall require the prior written consent of the other party.

SOUTHBOUND I-710 FWY ON-RAMP AND FIRESTONE BOULEVARD IMPROVEMENT



LOCATION MAP

Attachment D
Agenda Item 6/26/06

Office of the
South Gate City Clerk

MAY 21 2026

FILED
11:44 am

Item No. 14

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH ESTATE DESIGN AND CONSTRUCTION, INC. FOR THE CONSTRUCTION OF FOUR UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, FEDERAL PROJECT HSIPL 5257(042), CITY PROJECT NO. 650-ST

PURPOSE: The Uncontrolled Crosswalk Improvements at Various Locations Project is a part of the Capital Improvement Program. Design is complete and construction bids have been opened. It is recommended to award an agreement to Estate Design and Construction, Inc. to construct the project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with Estate Design and Construction, Inc. ("Agreement"), 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. Appropriating $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;
c. Approving 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. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of $205,000 and it will be funded with HSIP Grant Funds. The project budget is summarized below:

	HSIP
Design	$3,250
Construction	$205,000
Contingency	$40,000
Construction Management and Inspection	$20,000
Staff Time	$6,750
Total	**$250,000**

ANALYSIS: The proposed contract was procured through a competitive process. Construction was advertised for bids. CT&T submitted the lowest bid, however, on April 28, 2026, CT&T submitted an email requesting to withdraw their bid. As a result, staff proceeded with evaluating the next lowest responsive and responsible bidder for contract award consideration.

Estate Design and Construction submitted the second lowest bid of $205,000. After the bid analysis was completed, their bid was confirmed to be responsible and responsive. The City Council is recommended to award Estate Design and Construction, Inc. the construction contract for the project.

BACKGROUND: The Project is in the FY 2025/26 Capital Improvement Program. The Project is being implemented to improve pedestrian and vehicular safety at four intersections including California Avenue at Missouri Avenue, Otis Street at Missouri Avenue, Southern Avenue at Madison Avenue and State Street at Illinois Avenue. The improvements planned include installing rectangular rapid flashing beacons, ADA ramps and signing and striping.

On March 16, 2026, staff advertised the Notice Inviting Bids for construction in the Daily Journal. The Project was also advertised on the City's website and PlanetBids. On April 16, 2026, the City held a bid opening at the City Clerk's Office. Three (3) bids were received, as summarized below.

No.	Contactor	Base Bid Amount
1.	CT&T Concrete Paving, Inc	$193,591
2.	Estate Design and Construction, Inc.	$205,000
3.	Sterndahl Enterprises, Inc.	$488,525

The engineer's estimate for construction was $220,000.

Estate Design and Construction, Inc. is based in the City of Culver City. The company is a licensed general contractor in the State of California and has been performing residential, commercial, and public works construction services for over five years.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1 (Existing Facilities) provides for an exemption for operation, maintenance and repair of existing infrastructure, which was filed with the Los Angeles County Clerk/Registrar-Recorder on May 26, 2026.

Construction is scheduled to begin in July 2026 and is scheduled to be completed in September 2026.

ATTACHMENTS:
- A. Proposed Agreement
- B. Bid Analysis - Matrix
- C. Estate Design and Construction – Bid
- D. Project Location
- E. Notice of Exemption

JL:ky

AGREEMENT FOR THE FOUR UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. 650-ST, FEDERAL PROJECT NO. HSIPL 5257(042), BETWEEN THE CITY OF SOUTH GATE AND ESTATE DESIGN AND CONSTRUCTION, INC.

This Agreement for the **Uncontrolled Crosswalks Improvements at Various Locations Project, City Project No. 650-ST, Federal Project No. HSIPL 5257(042)** ("Agreement"), is made and entered into on May 26, 2026, by and between the City of South Gate, a municipal corporation ("City"), and Estate Design and Construction, Inc., a California corporation, License No. 1075658 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the **Uncontrolled Crosswalks Improvements at Various Locations, City Project No. 650-ST, Federal Project No. HSIPL 5257(042).**

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sums of **Two Hundred and Five Thousand** Dollars **($205,000)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works and shall complete all work within Thirty (30) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on May 26, 2026.

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

CITY OF SOUTH GATE:

By:_____
Joshua Barron, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: DRAFT YG
Raúl F. Salinas, City Attorney

Estate Design and Construction, Inc.:

By:_____
Jaylen Thomas, Director of Operations

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED:_____

Estate Design and Construction, Inc.
Contractor

By:_____
Jaylen Thomas

Director of Operations
Title

ATTEST:

By:_____
Signature

_____
Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.

2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsements signed by an authorized representative of the insurance company are required.

3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.

4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage and so indicate on the face of the Certificate under that heading or by separate endorsement.

5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.

6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

   Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits of no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course in construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage
Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors
Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

FOUR UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. 650-ST, FEDERAL PROJECT NO. HSIPL 5257(042)

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Estate Design and Construction, Inc., ("Contractor" herein) a Contract for:

THE CONSRUCTION OF FOUR UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. 650-ST, FEDERAL PROJECT NO. HSIPL 5257(042); and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Two Hundred and Five Thousand ($205,000)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

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

CONTRACTOR NAME:

By: _____
Jaylen Thomas

Title: Director of Operations

_____
_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By: _____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

FOUR UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. 650-ST, FEDERAL PROJECT NO. HSIPL 5257(042)

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Estate Design and Construction, Inc., ("Contractor" herein) a Contract for the work described as follows:

THE CONSTRUCTION OF FOUR UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. 650-ST, FEDERAL PROJECT NO. HSIPL 5257(042)

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Two Hundred and Five Thousand ($205,000)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2026.

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

CONTRACTOR:
ESTATE DESIGN AND CONSTRUCTION, INC.

By: _____
Jaylen Thomas

Title: Director of Operations

_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By: _____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

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

Signed _____

_____
Title

Subscribed and sworn to before me this _____ day of_____, 2026.

_____
Notary Public

(Attach Notary Certificate)

UNCONTROLLED CROSSWALKS IMPROVEMENTS AT VARIOUS LOCATIONS
CITY PROJECT NO. 650-ST, FEDERAL PROJECT NO. HSIPL - 5257 (042)

ATTACHMENT B - BID MATRIX

DATE: 4/16/2026

BY: JA

				ENGINEER'S ESTIMATE		STERNDAHL ENTERPRISES INC.		ESTATE DESIGN AND CONSTRUCTION, INC		CT&T CONCRETE PAVING INC.	
NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	State Street at Illinois Avenue	1	LS	$ 62,100.00	$ 62,100.00	$ 105,200.00	$ 105,200.00	$ 52,000.00	$ 52,000.00	$ 47,300.00	$ 47,300.00
2	California Avenue at Missouri Avenue	1	LS	$ 62,100.00	$ 62,100.00	$ 110,730.00	$ 110,730.00	$ 51,500.00	$ 51,500.00	$ 39,851.00	$ 39,851.00
3	Otis Street at Missouri Avenue	1	LS	$ 62,100.00	$ 62,100.00	$ 90,495.00	$ 90,495.00	$ 51,000.00	$ 51,000.00	$ 55,440.00	$ 55,440.00
4	Southern Avenue at Madison Avenue	1	LS	$ 62,100.00	$ 62,100.00	$ 152,100.00	$ 182,100.00	$ 50,500.00	$ 50,500.00	$ 51,000.00	$ 51,000.00
				TOTALS	$ 248,400.00		$ 488,525.00		$ 205,000.00		$ 193,591.00

Contractor withdrew his bid

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instructions to Bidders, Proposal Forms, the Bid Schedules, List of Sub-Contractors, the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, Equals, Certifications of Non-Discrimination and Affirmative Action, Bid Security Forms for check or bond to accompany bid, Bid bond, Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws, the Worker's Compensation Insurance Certificate, the Construction Agreement, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice to him of acceptance of his bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received
N/A

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Signature	By Benjamin S. Tvizer
5701 Buckingham Pkwy, UNIT C Culver City, CA 90230 Address	CEO Title
Signature	By Benjamin S. Tvizer
310-810-7319 Telephone Number	CEO Title

License No. 1075658 Classification License Expiration Date 09/30/2027

* Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond)

Merchants Bonding Company Name of Surety	Andrew Shim Name of Local Representative
6700 Westown Parkway, West Des Moines, IA 50266-7754 Address	6700 Westown Parkway, West Des Moines, IA 50266-7754 Address
(619) 996.1693 Telephone Number	(619) 996.1693 Telephone Number

Best Key Rating

A	IX
Grade	Class

***Note:** Surety information is required as part of this proposal, failure to provide such information will cause this bid to be informal and subject to rejection.

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

Contractor's Name Estate Design and Construction

Honorable Mayor and City Council
South Gate, California:

April 16, 20 26

In accordance with Notice Inviting Bids for

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

The undersigned declares that he/she has carefully examined Plans and Specification for this project and read notice to bidders, and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the work outlined therein at the following prices:

Section 7-3.5.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on performance of any other bid items, no adjustment in bid prices for any items will be provided.

The Contract will be awarded based on the Base Bid Items Cost.

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

BASE BID ITEMS

NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	State Street at Illinois Avenue	1	LS	$ 52,000	$ 52,000
2	California Avenue at Missouri Avenue	1	LS	$ 51,500	$ 51,500
3	Otis Street at Missouri Avenue	1	LS	$ 51,000	$ 51,000
4	Southern Avenue at Madison Avenue	1	LS	$ 50,500	$ 50,500.00
Two Hundred Five Thousand Dollars				TOTAL $	205,000.00

TOTAL BID AMOUNT IN NUMBERS:

$205,000.00

TOTAL BID AMOUNT IN WORDS:

Two Hundred Five Thousand Dollars

The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto. In case of any discrepancy between Item Total Prices and Total Base Bid, the Item Total Prices shall prevail and the Total Base Bid shall be adjusted to conform to the Item Total Prices. The Contract shall then be awarded to the lowest qualified bidder based on the Total Base Bid.

Contractor: Estate Design and Construction

License No: 1075658 **Expiration date:** 09/30/2027

DIR Public Works Contractor Registration No. PW-LR-1001158686

Name: Benjamin S. Tvizer **Title:** CEO

Signature:

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

NAME OF BIDDER Estate Design and Construction

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, 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 Lee Lighting and Electric Address 12805 Sunshine Avenue Santa Fe Springs CA 90670 License No. 1075797 Classification C-10 DIR Public Works Contractor Registration No. 2000005053	Electrical
2.	Name B-81 PAVING INC Address 34428 YUCAIPA BLVD STE E 343 YUCAIPA, CA 92399 License No. 1026076 Classification C-12 DIR Public Works Contractor Registration No. 1000052654	Earthwork and Paving

3. Name_____

Address_____

License No._____

Classification_____

DIR Public Works Contractor Registration No._____

4. Name_____

Address_____

License No._____

Classification_____

DIR Public Works Contractor Registration No._____

5. Name_____

Address_____

License No._____

Classification_____

DIR Public Works Contractor Registration No._____

6. Name_____

Address_____

License No._____

Classification_____

DIR Public Works Contractor Registration No._____

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year

Year	2021	2022	2023	2024	2025	TOTAL	Current Year
1. No. of Contracts	0	15	47	62	40	164	3
2. Total dollar amount of contracts (in thousands of $)	0	$987K	$3.78M	$10.4M	$15.1M	$30.26M	$817.1K
* 3. No. of fatalities	0	0	0	0	0	0	0
* 4. No. of lost workday cases	0	0	0	0	0	0	0
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
* 6. No. of lost workdays	0	0	0	0	0	0	0

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and Illnesses. OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Estate Design and Construction
Name of Bidder (print)

Signature

5701 Buckingham Pkwy, UNIT C
Address

1075658 / Class A, B, C-36 and C-39
State Contractors' License. No. & Classification

Culver City, CA 90230
City Zip Code

PW-LR-1001158686
DIR Public Works Contractor Registration No.

310-810-7319
Telephone

bids@estatednc.com / jthomas@estatednc.com
Email Address

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 Hyde Park Sidewalk Improvements Project FY2025

   Project Description: Sidewalk, curb, and ADA improvements

Hung Nguyen-Hunter	Project Manager	310-412-5333
Person to Contact	Job Title	Phone No.
City of Inglewood	$108,900.00	02-Feb-2026
City	Contract Amount	Date Completed

2. Project Name Sidewalk Repair & Replacement

   Project Description: Reconstruction of sidewalks, curb ramps, and driveways with associated striping and accessibility improvements.

Keri Russell	Project Manager	(408) 310-4057
Person to Contact	Job Title	Phone No.
City of Morgan Hill	$160,000	4-Oct-2025
City	Contract Amount	Date Completed

3. Project Name Youngwood Drive Slope Project

   Project Description: Slope stabilization with concrete improvements including sidewalks, curb ramps, and related site work.

Lee Swain	Project Manager	(310) 569-6885
Person to Contact	Job Title	Phone No.
City of Whittier	197,500.00	5-Dec-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 CEO

Dated this 16th day of April, 2026

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: Estate Design and Construction

Name must correspond with the Contractor's License

✓ Corporation ____ Partnership ____ Individual ____ Joint Venture

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

California Regional Office (s): Culver City, CA

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 of experience in construction work under current organization?

(a) As a General Contractor? 5 years From 2022 to 20 26

(b) As a Subcontractor? N/A From 19___ 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
Hyde Park Sidewalk Improvements Project FY2025	02-Feb-2026	City of Inglewood 310-412-5333 / Hung Nguyen-Hunter
Montebello Dog Park at Acuna Park	13-Jun-2025	City of Montebello (323) 887-1200 / Jacqueline Leon
Santa Clarita and North Oaks Pool Deck Repair	10-Apr-2025	City of Santa Clarita 661-290-2239 / Glen Durfee

C. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO ✓.

If so indicate the name of each agency, dates, and the circumstances.

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

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

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

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

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

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

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

resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ADDITIONAL INFORMATION AND/OR COMMENTS

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

N/A

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

EQUALS

The undersigned desires to use the material product, thing, or service described below as "an equal" to such item as specified.

In accordance with the provisions under 4-6 of the Standard Specifications for Public Works Construction (Greenbook), if the City shall find any such item so described as equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor materials, equipment, and incidentals required to perform the work.

Date 4/16/2026 Contractor's Name Estate Design and Construction

Phone No. 310-810-7319 Contractor's Address 5701 Buckingham Pkwy, UNIT C, Culver City, CA 90230

Materials, Apparatus, or Equipment Specified for Which Bidder Proposes "An Equal"		Complete Description of Materials, Apparatus, or Equipment Specified for Which the Bidder Desires to Use as "An Equal" and Name of Subcontractor if Different

CERTIFICATION OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively aggressively in principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

Estate Design and Construction
Firm

Signature

CEO
Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

N/A

UNCONTROLLED CROSSWALKS IMPROVEMENTS
AT VARIOUS LOCATIONS PROJECT
CITY PROJECT No. 650-ST
FEDERAL PROJECT No. HSIPL-5257(042)

BID SECURITY FORMS FOR CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of South Gate for:

_____ Dollars ($_____)

thus amount being not less than ten percent (10%) of the total amount of the Base Bid. The proceeds of this check shall become the property of the City of South Gate provided this proposal shall be accepted by the City of South Gate through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall not be less than ten percent (10%) of the total amount of the base bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we_____, as Principal, and _____, as Surety, are held and firmly bound unto the City of South Gate in the sum of:_____, (words) Dollars ($_____), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded _____for the **UNCONTROLLED CROSSWALK IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT No. 650-ST, FEDERAL PROJECT No. HSIPL-5257(042)**, in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded _____, his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20__.

_____
Title

_____
Title

_____
Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business & Professions Code § 7028.15]
[Public Contact Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that or entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

A. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor with in this state without having a license therefor,** except in any of the following cases:

   i. The person is particularly exempted from this chapter.
   ii. The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

B. If a person has been previously convicted of the offense described in this section, the court shall impose a fine of twenty percent (20 %) of the price of the contract under which the unlicensed person performed contracting work or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the County jail for not less than 10 days nor more than six months, or both.

   In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

C. This section shall not apply to a joint venture license as required by Section 7029.1. However, at the time of making a bid as a joint venture each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

D. This section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

E. Unless one of the foregoing exceptions applies a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the forgoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing

exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

F. Any compliance or non-compliance with subdivision (E) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

G. A public employee or official shall not be subject to a citation pursuant to this section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the Contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. ***Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.***

License No.: 1075658 Class: Class A, B, C-36 and C-39 Expiration date: 09/30/2027

Date: 4/15/2026 Signature _____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 04/15/2026 before me, Kim Steil, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Benjamin Tvizer
Name(s) of Signer(s)

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.

KIM STEIL
Notary Public - California
Ventura County
Commission # 2539756
My Comm. Expires Dec 21, 2029

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 04/15/2026 (Date) before me, Kim Steil, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Benjamin Tvizer (Name(s) of Signer(s)),

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.

KIM STEIL
Notary Public - California
Ventura County
Commission # 2539756
My Comm. Expires Dec 21, 2029

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

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

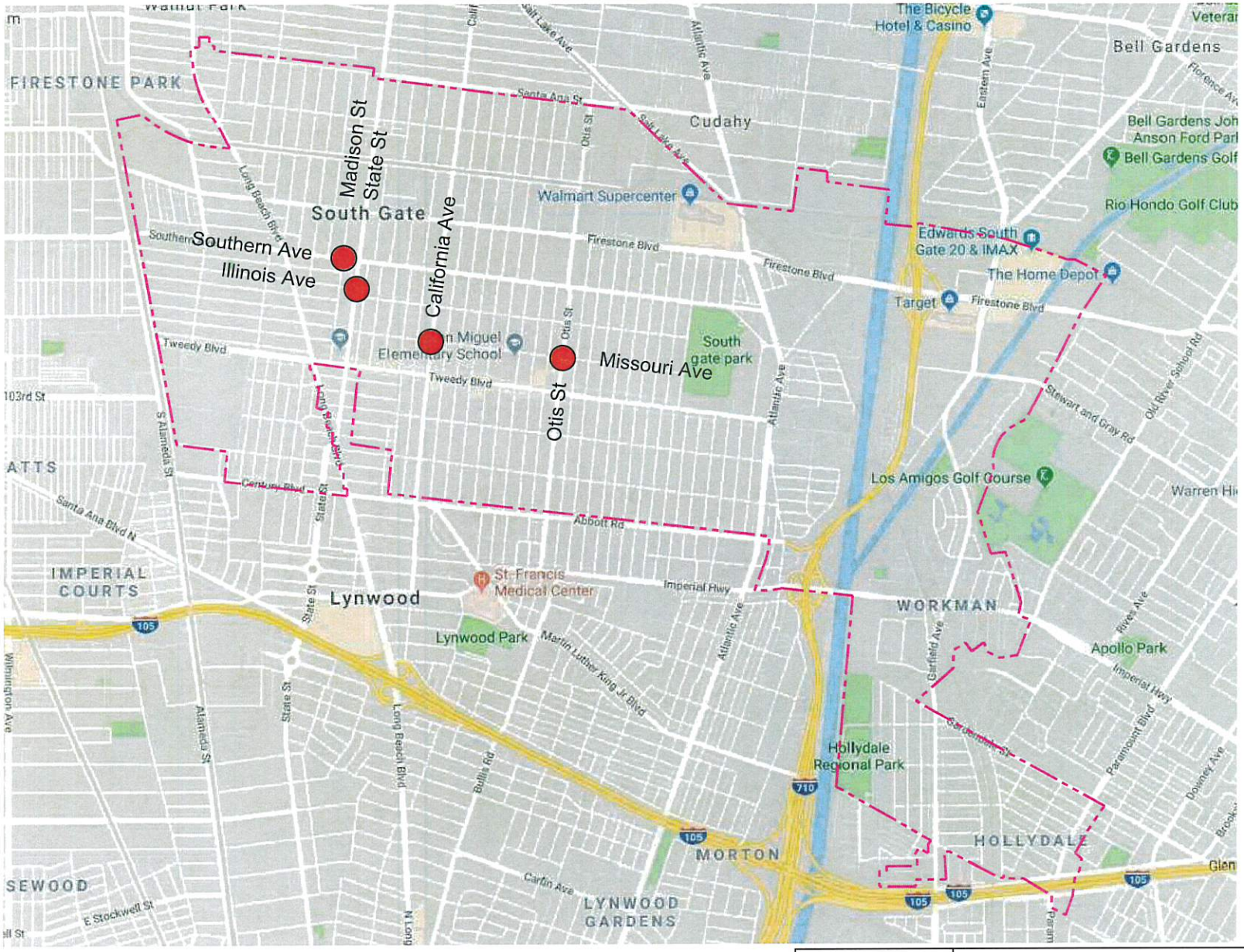
Signed _____

CEO
Title

Subscribed and sworn to before me this 16th day of April, 2026.

_____
Notary Public

(Attach Notary Certificate)



N.T.S.

Legend

- Uncontrolled Crosswalk Locations
- South Gate City Limits

CITY OF SOUTH GATE	
VICINITY MAP	
HSIP CYCLE 9	SHEET 1 OF 1

Attachment E
Agenda Bill 5/26/26

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 E. Imperial Hwy
Norwalk, CA 90650

From: (Public Agency): City of South Gate
Public Works Department
8650 California Avenue, South Gate, CA 90280-3075
(Address)

Project Title: Uncontrolled Crosswalk Improvements at Various Locations. City Project No. 650-ST

Project Applicant: City of South Gate

Project Location - Specific:
1. State Street at Illinois Avenue ; 2. California Avenue at Missouri Avenue ; 3. Otis Street at Missouri Avenue ; 4. Southern Avenue at Madison Avenue

Project Location - City: South Gate Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The project involves the installation of a rectangular rapid flashing beacons, ADA ramps, and signing and striping.

Name of Public Agency Approving Project: City of South Gate

Name of Person or Agency Carrying Out Project: City of South Gate

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15301 Class 1(c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project involves minor improvements to existing public infrastructure within the existing right of way. The improvements include installation of rectangular rapid flashing beacons, ADA curb ramps and signing and striping. The work does not involve expansion of roadway capacity, changes in land use, or impacts beyond existing disturbed areas. The project is exempt under CEQA Guidelines Section 15301 Class 1 (c).

Lead Agency Contact Person: Jose Loera Area Code/Telephone/Extension: 323-563-9578

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?, ☒ Yes ☐ No

Signature: _____ Date: _____ Title: ACM/DPW

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

Office of the
South Gate City Clerk

MAY 21 2026
FILED
1:11pm

Item No. 15

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Police**

Department Director: Manuel Arana *Manuel Arana* **City Manager:** Rob Houston *Rob Houston*

SUBJECT: USE OF 2024 HOMELAND SECURITY GRANT PROGRAM (SHSP) PROVIDED DIRECTLY FROM THE CALIFORIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) FOR THE 2024 STATE HOMELAND SECURITY PROGRAM (SHSP), FAIN #037-00000, FEDERAL AWARD DATED OCTOBER 28, 2024, WITH A PERFORMANCE PERIOD OF SEPTEMBER 1, 2024, TO MAY 31, 2027

PURPOSE: To approve the use of 2024 SHSP funds in the amount of $75,000 to enhance capabilities to prevent, respond, and recover from threats or acts of terrorism.

RECOMMENDED ACTIONS: The City Council will consider:

a. Authorizing 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. Increasing the Fiscal Year 2026/27 revenue projection in Account Number 232-541 (Law Enforcement Grants – Homeland Security Grant) to $75,000; and
c. Amending 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. Authorizing the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement for Grant Year 2024.
e. Authorizing the City Manager, or his designee, to execute all documents necessary to complete the purchases in a form acceptable to the City Attorney.

FISCAL IMPACT: The City of South Gate will receive $75,000 in grant funding through the Fiscal Year 2024 State Homeland Security Program (SHSP). The grant operates on a reimbursement basis, whereby eligible expenditures are reimbursed upon submission and approval of required documentation. There is no impact to the City's General Fund. All project costs associated with the purchase and installation of the CCTV cameras will be fully funded through the grant.

ANALYSIS: The Fiscal Year 2024 State Homeland Security Program (SHSP), administered by the U.S. Department of Homeland Security through the California Governor's Office of Emergency Services (Cal OES), provides funding to local jurisdictions to enhance capabilities to prevent, protect against, respond to, and recover from acts of terrorism, foreign or domestic.

As part of this program, the City of South Gate has been allocated $75,000 to support law enforcement equipment investments. The approved project includes the purchase and installation of five (5) CCTV cameras categorized under terrorism incident prevention and security systems. The implementation of CCTV camera systems will enhance situational awareness, support investigative efforts, and strengthen the Department's ability to monitor and respond to potential threats. These systems directly align with homeland security objectives by improving detection, deterrence, and response capabilities related to public safety and critical infrastructure protection. All grant-funded activities must comply with federal, state, and local requirements, including Title 2 Code of Federal Regulations (CFR) Part 200, the Homeland Security Grant Program Notice of Funding Opportunity (NOFO), and Cal OES guidelines.

Additionally, the City is required to submit biannual performance reports, maintain proper procurement documentation, and ensure that all equipment purchases meet the Authorized Equipment List (AEL) standards. Failure to comply with grant requirements may result in reduction, suspension, or termination of funding.

BACKGROUND: The U.S. Department of Homeland Security through the Office of Grants and Training has provided financial assistance for the SHSP directly to the California Governor's Office of Emergency Services (Cal OES) for the 2024 SHSP, FAIN #037-00000, Federal Award dated October 28, 2024, with a performance period of September 1, 2024, to May 31, 2027.

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

The County of Los Angeles, as a subgrantee, has obtained approval of the 2024 SHSP grant from Cal OES in the total amount of $8,300,952.00, and the South Gate Police Department has been allocated funds in the amount of $75,000.

This project supports regional and national homeland security priorities by enhancing law enforcement capabilities in surveillance, detection, and prevention of potential threats.

ATTACHMENTS: 2024 Homeland Security Grant Program Subrecipient Agreement*

*Document is available for review through the City Clerk's Office.

State Homeland Security Program
Subrecipient Agreement
Grant Year 2024

Between the

County of Los Angeles

and the

City of South Gate

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 - Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2024 SHSP, Federal Award Identification No. 037-00000, Federal Award dated October 28, 2024 with a performance period of September 1, 2024 to May 31, 2027. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2024 SHSP grant from Cal OES in the total amount of $8,300,952; and

WHEREAS, the CEO now wishes to distribute 2024 SHSP grant funds to the Subrecipient in the amount of $75,000, as further detailed in this Agreement; and

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 15, 2025 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of South Gate, a public agency, having its principal office at _____ _____.

§102. Representatives of the Parties and Service of Notices

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

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

Craig Hirakawa
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1127
CHirakawa@ceo.lacounty.gov

Ana Vazquez
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1178
AVazquez@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational UEI #:	
Address:	
City/State/Zip:	
Phone:	
Email:	

With a copy to:

Name and Title:	
Organization:	
Address:	
City/State/Zip:	
Phone:	
Email:	

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and

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

§104. Conditions Precedent to Execution of This Agreement

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

A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2024 to February 28, 2027, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2024 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

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

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

B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

C. Subrecipient must review the Federal Debarment Listing at https://www.sam.gov/search/ prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of $250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2024 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2024 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

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

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs $5,000.00 or more per unit. Items costing less than $5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of this Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $75,000 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2024 SHSP Grant Award Letter from Cal OES.

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

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

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

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

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in

§301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.

F. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion,

national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.

Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2.

To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:

a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

These requirements include, but are not limited to:

1. CFR

   Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; 0) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human

subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93- 523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Granter agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

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

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

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

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Granter for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2024 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts,

including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (27) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT — Date
Chief Executive Officer

BY _____
EDWARD YEN
Executive Officer, Board of Supervisors

BY _____
OSCAR VALDEZ
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY _____
Deputy County Counsel

CITY OF SOUTH GATE

BY _____ _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY _____ _____
City Attorney (Signature – If Needed) (Print Name) Date

ATTEST

BY _____ _____
City Clerk (Signature – If Needed) (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2024 Notice of Funding Opportunity & 2024 Cal OES Supplemental to Federal Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Initials_____

Cal OES
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OF EMERGENCY SERVICES

Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials_____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
AGREEMENT NUMBER

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," " primary covered transaction," 'principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, *(Chapter 1170, Statutes of 1990),* which established the Drug-Free Workplace Act of 1990, the _____ *(your agency)* accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees *[Section 8355(a) of the Government Code].* Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. *[Section 8355(b)(1)]*

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. *[Section 8355(a)]*

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. *[Section 8356(a)(1)(2)]*

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. *[Section 8355(b)(4)]*

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (*your agency)* to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. *[Section 8355(c)]*

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

Initials _____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. **Period of Performance**
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

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(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. **Non-Discrimination and Equal Employment Opportunity**
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

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(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

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6. **Drug-Free Workplace**
As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. **Environmental Standards**
The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

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(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m)The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

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12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

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17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;
(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

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24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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29. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement
If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM
If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

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government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

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(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

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EXHIBIT E

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 28, 2024

Fesia A. Davenport **DELIVERED VIA E-MAIL:** HSGA-CalOESGrantNotifications@ceo.lacounty.gov
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)
Grant Subaward Period of Performance: 09/01/2024-05/31/2027

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of $8,300,952.

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, reporting requirements, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity.
This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for

activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the Grants Central System (GCS) webpage to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,

Nancy Ward

NANCY WARD
Director

Fesia Davenport
Fesia Davenport (Nov 6, 2024 11:40 PST)

Fesia A. Davenport
Los Angeles County

Date

PROJECT LEDGER

City of South Gate
FY 2024 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2024-0088

Ledger Type	Initial Application
Date	3/12/2025
Request #	0
POP Start Date	9/1/2024
POP End Date	5/31/2027

IJ	State Goals	Direct / Subaward	Project Number	Project Title	Funding Source	Discipline	Solution Area	Core Capability	Capability Building	Deployable / Shareable	Supports Previous Awarded Investment?	Total Budgeted Cost
IJ.02	Goal #2	Subaward	013	LE Cameras 2	HSGP-SHSP	LE	Equipment	Screening, Search, and Detection	Build	Deployable	FY22; IJ #2	$ 75,000

National Priority Area (NPA)

Total **$ 75,000**

EQUIPMENT

City of South Gate
FY 2024 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2024-0088

Ledger Type	Initial Application
Date	3/12/2025
Request #	0
POP Start Date	9/1/2024
POP End Date	5/31/2027

Project Number	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Invoice Number	Vendor	ID Tag Number	Condition/ Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250K	Hold Trigger	Approval Date	Budgeted Cost
																	$ 75,000.00
13	Purchase and install 5 CCTV cameras	14SW-01-VIDA	Systems, Video Assessment, Security	SHSP	LE	13 - Terrorism Incident Prevention Equipment	Deployable							No	EHP		$ 75,000

The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Homeland Security Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: https://sam.gov/content/entity-registration.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: https://www.grants.gov/forms/forms-development/planned-uei-updates

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.067

3. Assistance Listings Title
Homeland Security Grant Program

4. Funding Opportunity Title
Fiscal Year 2024 Homeland Security Grant Program (HSGP)
- State Homeland Security Grant Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number
DHS-24-GPD-067-00-98

6. Authorizing Authority for Program
Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act)

8. Announcement Type
Initial

9. Program Category
Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. Overview
The Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) is one of the three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, and respond to terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks.

In FY 2024, there are three components of the HSGP:

1) ***State Homeland Security Program (SHSP):*** SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

2) ***Urban Area Security Initiative (UASI):*** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

3) ***Operation Stonegarden (OPSG):*** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

Finally, for FY 2024, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists, who represent one of the most persistent threats to the nation[1]. Therefore, for FY 2024, DHS has identified six priority areas (see Section A.10.b) related to the most serious threats to the nation, as well as required minimum funding allocations.

For a full list of SHSP and UASI recipients and a breakdown of OPSG funding by state for FY 2023, please refer to Information Bulletin (IB) 490a.

b. Goals, Objectives, and Priorities

Goal: The HSGP will fund SLTT efforts and strengthen capabilities of SLTT governments to prevent, prepare for, protect against, and respond to terrorist attacks and other threats and hazards that pose the greatest risk to the security of the United States.

Objectives: HSGP provides resources that support eligible SLTT governments; high-density urban areas, and SLTT law enforcement along international land/water borders and travel corridors in meeting the following objectives:

- Build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas (see priorities below);

[1]Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, June 2023.

- Address capability gaps identified in their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

SHSP and UASI Funding Priorities: Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2024, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2024, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, one of the priorities has a minimum spend requirement totaling 3% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 27% across the priorities. The following are the six priority areas for FY 2024, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1) Enhancing the protection of soft targets/crowded places – no minimum percent
2) Enhancing information and intelligence sharing and analysis – no minimum percent
3) Combating domestic violent extremism – no minimum percent
4) Enhancing cybersecurity – no minimum percent
5) Enhancing community preparedness and resilience – no minimum percent
6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their THIRA/SPR process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1) Effective planning[2];
2) Training and awareness campaigns;
3) Equipment and capital projects; and
4) Exercises.

The table below provides a breakdown of the FY 2024 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. More information on allowable investments can be found in the Section D.13 "Funding Restrictions and Allowable Costs" below and in the Preparedness Grants Manual (FM-207-23-001). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

FY 2024 SHSP and UASI Funding Priorities

All priorities in this table concern the Safety and Security Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		
Enhancing Cybersecurity	• Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, search, and detection • Access control and identity verification • Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational communications	• Cybersecurity risk assessments • Migrating online services to the ".gov" internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments o Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1) o Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) • Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption	• Operational overtime. For more information on operational overtime, see Section D of this NOFO. • Physical security enhancements o Security cameras (closed-circuit television [CCTV]) o Security screening equipment for people and baggage

[2]Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

Priority Areas	Core Capabilities	Example Project Types
	• Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	○ Lighting ○ Access controls ○ Fencing, gates, barriers, etc. • Unmanned Aircraft Systems and detection technologies
Enhancing information and intelligence sharing and analysis	• Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Fusion Center projects • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Intelligence analysis training and planning • Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
Combating Domestic Violent Extremism	• Interdiction and disruption • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open-source analysis • Development, implementation, and execution of threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence • Training, awareness, and outreach programs to help identify and prevent radicalization, and report potential instances of terrorism and targeted violence
Enhancing Community Preparedness and Resilience	• Planning • Public Information and Warning • Community Resilience • Risk Management for Protection Programs and Activities • Mass Care Services • Intelligence and Information Sharing • Risk and Disaster Resilience Assessment • Long Term Vulnerability Reduction	• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically undeserved communities, including procurement of appropriate tools, equipment, and training aides ○ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity • Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations, such as homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience • Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans

Priority Areas	Core Capabilities	Example Project Types
		• Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households • Execute You are the Help Until the Help Arrives workshops in concert with community-based organizations to bolster individual preparedness • Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help • Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children • Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience • Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations, etc.) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience • Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational coordination • Community resilience	• Physical security planning support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. • General election security navigator support • Cyber navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial of Service protection • Migrating online services to the ".gov" internet domain • Online harassment and targeting prevention services • Public awareness/preparedness campaigns discussing election security and integrity measures
Enduring Needs		
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination	• Development of: o Security Risk Management Plans o Threat Mitigation Plans o Continuity of Operations Plans o Response Plans o Vulnerability Assessments

Priority Areas	Core Capabilities	Example Project Types
	• Community resilience	▪ Assessments should consider the impacts of climate change on investments to close identified security gaps[3] • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning • Revision of existing plans to strengthen community resilience in underserved communities
Training and Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Active shooter training, including integrating the needs of persons with disabilities • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Cybersecurity training and planning • Sharing and leveraging intelligence and information • Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations
Equipment and Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements o Security cameras (CCTV) o Security screening equipment for people and baggage o Lighting o Access Controls ▪ Fencing, gates, barriers, etc. • Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities o Chemical/Biological/Radiological/ Nuclear/Explosive detection, prevention, and response equipment
Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Response exercises, including exercise planning with community-based organizations

For FY 2024, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the National Priority Area with a minimum spend requirement (Enhancing Election Security). The investment must also account for at least the relevant minimum percentage (totaling 3%) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but

[3] For more information on considering the impacts of climate change, please see Executive Order 14008, Tackling the Climate Crisis at Home and Abroad and Executive Order 14030, Climate-Related Financial Risk

are not required to do so. ***As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism***. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support building capability and/or closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System tools and resources, can be found at National Preparedness System | FEMA.gov. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

OPSG Funding Priorities: The table below provides a breakdown of the FY 2024 OPSG funding priority, which remains focused on and unique to border security.

FY 2024 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and Security	• Participation in the DHS/ICE 287(g) training program • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

For FY 2024, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

Among the five basic homeland security missions noted in the DHS Strategic Plan for Fiscal Years 2020-2024, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

The 2022-2026 FEMA Strategic Plan outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve

equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: $1,008,000,000

HSGP Programs	FY 2024 Allocation
SHSP	$373,500,000
UASI	$553,500,000
OPSG	$81,000,000
Total	**$1,008,000,000**

SHSP Allocations

For FY 2024, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. ***THIRA/SPR results do not impact grant allocations or awards.***

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Sections 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area*** **must** ***be included in the IJ.*** For this National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed** 3%, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

FY 2024 SHSP Allocations

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Alabama	$4,362,750	Montana	$4,362,750
Alaska	$4,362,750	Nebraska	$4,362,750
American Samoa	$997,200	Nevada	$4,362,750
Arizona	$4,362,750	New Hampshire	$4,362,750
Arkansas	$4,362,750	New Jersey	$6,367,357
California	$51,332,060	New Mexico	$4,362,750
Colorado	$4,362,750	New York	$61,229,940
Connecticut	$4,362,750	North Carolina	$4,576,849
Delaware	$4,362,750	North Dakota	$4,362,750
District of Columbia	$4,576,849	Northern Mariana Islands	$997,200
Florida	$8,409,514	Ohio	$5,571,852
Georgia	$4,759,790	Oklahoma	$4,362,750
Guam	$997,200	Oregon	$4,362,750
Hawaii	$4,362,750	Pennsylvania	$7,322,627
Idaho	$4,362,750	Puerto Rico	$4,362,750
Illinois	$12,505,419	Rhode Island	$4,362,750
Indiana	$4,362,750	South Carolina	$4,362,750
Iowa	$4,362,750	South Dakota	$4,362,750
Kansas	$4,362,750	Tennessee	$4,362,750
Kentucky	$4,362,750	Texas	$16,389,406
Louisiana	$4,362,750	U.S. Virgin Islands	$997,200
Maine	$4,362,750	Utah	$4,362,750
Maryland	$6,367,357	Vermont	$4,362,750
Massachusetts	$5,571,852	Virginia	$7,322,627
Michigan	$4,576,849	Washington	$5,571,852
Minnesota	$4,362,750	West Virginia	$4,362,750
Mississippi	$4,362,750	Wisconsin	$4,362,750
Missouri	$4,362,750	Wyoming	$4,362,750
Total			**$373,500,000**

UASI Allocations

Eligible candidates for the FY 2024 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at Metropolitan and Micropolitan (census.gov). ***THIRA/SPR results do not impact grant allocations or awards.***

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area*** **must** ***be included in the IJ.*** For the National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed** 3%, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total UASI allocation.

FY 2024 UASI Allocations

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Arizona	Phoenix Area	$4,712,190
California	Anaheim/Santa Ana Area	$4,712,190
	Bay Area	$32,754,895
	Los Angeles/Long Beach Area	$59,395,378
	Riverside Area	$3,500,484
	Sacramento Area	$3,410,728
	San Diego Area	$14,760,877
Colorado	Denver Area	$3,500,484
District of Columbia	National Capital Region	$45,201,207
Florida	Jacksonville Area	$1,346,340
	Miami/Fort Lauderdale Area	$13,040,425
	Orlando Area	$3,410,728
	Tampa Area	$3,410,728
Georgia	Atlanta Area	$6,911,212

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Hawaii	Honolulu Area	$1,346,340
Illinois	Chicago Area	$59,395,378
Indiana	Indianapolis Area	$1,476,785
Louisiana	New Orleans Area	$1,476,785
Maryland	Baltimore Area	$3,410,728
Massachusetts	Boston Area	$14,941,233
Michigan	Detroit Area	$4,712,190
Minnesota	Twin Cities Area	$4,712,190
Missouri	Kansas City Area	$1,476,785
	St. Louis Area	$3,410,728
Nevada	Las Vegas Area	$4,712,190
New Jersey	Jersey City/Newark Area	$16,722,687
New York	New York City Area	$156,131,176
North Carolina	Charlotte Area	$3,410,728
Ohio	Cincinnati Area	$1,476,785
	Cleveland Area	$1,476,785
	Columbus Area	$1,346,340
Oregon	Portland Area	$3,410,728
Pennsylvania	Philadelphia Area	$14,941,233
	Pittsburgh Area	$1,476,785
Tennessee	Nashville Area	$1,346,340
Texas	Austin Area	$1,500,000
	Dallas/Fort Worth/Arlington Area	$14,941,233
	Houston Area	$21,748,776
	San Antonio Area	$3,410,728
Virginia	Hampton Roads Area	$3,410,728
Washington	Seattle Area	$5,609,750
Total		**$553,500,000**

OPSG Allocations

For FY 2024, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2024 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the

state's application as described in Section D, below. ***The THIRA/SPR process is not required for OPSG.***

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards 56

3. Period of Performance: 36 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to the Preparedness Grants Manual.

4. Projected Period of Performance Start Date(s): 09/01/2024

5. Projected Period of Performance End Date(s): 08/31/2027

6. **Projected Budget Period(s)**
There will be only a single budget period with the same start and end dates as the period of performance.

7. **Funding Instrument Type:** Grant

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the

Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

2. Applicant Eligibility Criteria

The SAA is the only eligible applicant.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the **Authorized Organization Representative (AOR)** must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Subawards and Beneficiaries

a. ***Subaward Allowability***

Subawards are allowed under the HSGP. The recipient (the SAA) is awarded, and then any funds passed through to other state or local entities (subrecipients) are considered subawards.

b. ***Subrecipient Eligibility***

Eligible high-risk urban areas for the FY 2024 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

For 2024, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2024, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2024, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

c. ***Other Subaward Information***

Please see the following sections for additional information on requirements or restrictions related to subawards/subrecipients:

- Section D.4 "Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management";
- Section D.10.b "Program-Specific Required Forms and Information";
- Section D.13 "Funding Restrictions and Allowable Costs";
- Section F.2 "Pass-Through Requirements";
- Section F.3.b "Ensuring the Protection of Civil Rights";
- Section F.5 "Monitoring and Oversight";
- Section G.1.f "Environmental Planning and Historic Preservation";
- Section H.1 "Terminations Provisions";
- Section H.2 "Program Evaluation"; and
- Section H.3 "Financial Assistance Programs for Infrastructure."

Additionally, please see the Preparedness Grants Manual for further information on requirements or restrictions related to subawards/subrecipients.

d. ***Beneficiaries or Participants***

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Criteria/Restrictions

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). The list of objectives used for progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

b. ***Emergency Management Assistance Compact (EMAC) Membership***
In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of the EMAC, except for the American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to the EMAC at this time. All assets supported in part or entirely with FY 2024 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. ***Law Enforcement Terrorism Prevention Activities (LETPA)***
Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2024, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA***. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. Information Bulletin (IB) 485 includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments IB 473. Both IBs are applicable to the FY 2024 HSGP NOFO. More information on allowable investments can also be found in the Allowable Costs Matrix section below.

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and

high-profile events. More information about operational overtime costs can be found in Section D.13 "Funding Restrictions and Allowable Costs" below.

5. Cost Share or Match

There is no cost share or match requirements for the FY 2024 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** **04/16/2024**

b. ***Application Submission Deadline:*** **06/24/2024 at 5 p.m. ET**

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. ***Anticipated Funding Selection Date:*** No later than August 23, 2024

d. ***Anticipated Award Date:*** No later than September 30, 2024

e. ***Other Key Dates:***

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. **Address to Request Application Package**
   Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management** (SAM.gov)
   Each applicant, unless they have a valid exception under 2 CFR §25.110, must:
   a. Be registered in Sam.Gov before application submission.
   b. Provide a valid UEI in its application.
   c. Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

   Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM. Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to

ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/grants/guidance-tools/fema-go/startup
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: SAM.gov

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM:
All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS
Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM
The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:
Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/grants/guidance-tools/fema-go/startup

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application
Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the https://grants.gov/forms/forms-repository/sf-424-family Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission
All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://grants.gov/forms/forms-repository/sf-424-family

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in FEMA GO:

- Investment Justification (SHSP and UASI)
- Concept of Operations (OPSG)
- Operations Orders (OPSG)
- Detailed Budgets

I. IJ Development: SHSP and UASI

As part of the FY 2024 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2024 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for the one National Priority Area with a minimum spend requirement (Enhancing Election Security) identified in this NOFO. This IJ must also meet or exceed the minimum percent spend requirement based on the

applicant's SHSP and UASI allocation stated in this NOFO. ***All projects associated with the minimum spend of a National Priority Area*** **must** ***be submitted in the same IJ.*** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include IJs that (1) meet the minimum spend requirement for the Enhancing Election Security priority area and (2) meet the overall 30% spending requirement across the National Priority Areas will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

i. Support terrorism preparedness; and
ii. Support building capability and/or closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

i. Prevent a threatened or an actual act of terrorism;
ii. Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
iii. Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
iv. Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategic Implementation Report (BSIR) due by January 30, 2025. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2024 BSIR due January 30, 2025. DHS/FEMA will not reduce FY 2024 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. Development of Investments and Projects: SHSP and UASI

i. Applicants must propose at least two (2) and may include up to 12 investments.
ii. Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
iii. Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
iv. All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
    - Project name;
    - Project description;
    - Subrecipient name, if applicable;
    - Recipient type (e.g., state or local);
    - Project location (zip code of the primary location of the project);
    - Primary core capability the project supports;
    - Whether the project activities are shareable and deployable; and
    - Which National Priority Area (if any) the project supports.
v. Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
vi. FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

Soft Targets/Crowded Places (no minimum percent)

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities. Additionally, it is important that personnel responding to incidents at these locations are trained on key operational systems, such as ICS, to ensure proper

command, control, and coordination of on-scene incident management.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

While not required, applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

Information and Intelligence Sharing (no minimum percent)
Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

While there is no minimum spend for this National Priority Area, applicants are required to include at least one dedicated fusion center project under this priority area. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

Domestic Violent Extremism (no minimum percent)
As stated in the Homeland Threat Assessment 2024, terrorism, including domestic violent extremism, remains a top threat to the Homeland. Domestic violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States.

While not required, applicants are encouraged to submit an investment related to combatting the rise, influence, and spread of domestic violent extremism. Investments under this priority may include the development, implementation, and execution of prevention-focused program and initiatives, such as threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through Center for Prevention Programs and Partnerships | Homeland Security (dhs.gov).

Cybersecurity (no minimum percent)
Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients of FY 2024 HSGP grant awards who do not accept the funding allocated to them through the

FY 2024 State and Local Cybersecurity Grant Program (SLCGP) will be required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. Completion of the NCSR is optional for all other recipients of FY 2024 HSGP funding. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR is estimated to be open from October 2024 through February 2025.

The NCSR is an annual requirement for recipients of SLCGP grant awards (and for those HSGP recipients who do not accept their allocated SLCGP funding) and is taken once for each fiscal year award.

Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA, and the National Institute of Standards and Technology.

Community Preparedness and Resilience (no minimum percent)
Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. According to FEMA's 2023 National Household Survey, only 57% of adults have taken at least three preparedness actions to bolster individual and household resilience. . In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial

treatment of all individuals before, during, and after a disaster, consistent with applicable law.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

While not required, applicants are encouraged to submit an investment related to addressing community preparedness and resilience. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.
Additional resources and information regarding community preparedness and resilience are available through Individuals and Communities | FEMA.gov.

Election Security (3%)
In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the Homeland Threat Assessment 2024 indicates that electoral processes remain an attractive target for many adversaries.

Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one (1) investment must be in support of the state's and high-risk urban area's efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2024 national priority percentage for election security and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

The SAA **must** coordinate with the State's Chief Election Official for all projects and matters related to the election security National Priority Area. ***Any activities proposed that could be used to suppress voter registration or turnout will not be approved.***

Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

IV. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

i. Indicate alignment to a designated Fusion Center; and
ii. Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

i. *Salaries, benefits, and training for X number of Fusion Center intelligence analysts; and*
ii. *Travel costs associated with fusion center analyst training.*

This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2024.XXX.

We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

Solution Area and Amount of Proposed Funding		*Percent of Proposed Funding*
Planning:	*$10,000*	*2%*
Organization:	*$200,000*	*48%*
Equipment:	*$200,000*	*48%*
Training:	*$10,000*	*2%*
Exercises:	*$0*	*0%*

Solution Area and Amount of Proposed Funding		*Percent of Proposed Funding*
Total:	*$420,000*	*100%*

V. COMPLETING IJS IN THE FEMA GO: SHSP AND UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into FEMA GO.

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area.

VI. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2024 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO. OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

Information and Intelligence Sharing and Cooperation

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors

to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

VII. Development of Operations Orders for OPSG

Operations Order Template Instructions

To access the OPSG Operations Order Template:

i. Find the Homeland Security Grant Program posting via the search function on Grants.gov;
ii. Select the Related Documents tab on the posting; and
iii. Click on the OPSG Operations Order Template and fill out all sections of the template.

Executive Summary Overview

Operations order executive summary must:

i. Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
ii. Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

Budget Requirements Overview
Operations Order Detailed Annual Budget must:

i. Explain how costs and expenses were estimated; and
ii. Provide a narrative justification for costs and expenses. Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

Submission Requirements
Operations Orders must meet the following submission requirements:

i. Must be submitted as an Adobe PDF document;
ii. All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
iii. Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.
iv. Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

VIII. DETAILED BUDGET

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the Grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

a. *Fusion Center Investments*

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.

b. *Emergency Communications Investments*

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC)

and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; Intergovernmental Review (SPOC List) (whitehouse.gov)

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the Preparedness Grants Manual, and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

See the Preparedness Grants Manual for information on prohibitions on expending FEMA award funds for covered telecommunications equipment or services.

b. *Pre-Award Costs*

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out

of pre-award costs from the post-award costs, and a justification for approval.

c. ***Management and Administration (M&A) Costs***

M&A costs are allowed by the 2024 DHS Appropriations Act. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. Other M&A cost examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its election security investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing election security National Priority Area.

While the SAA may retain up to 5% of HSGP funds awarded for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP, UASI, and OPSG funds passed through to subrecipients must be based on the state's total HSGP award prior to withholding any M&A. The maximum amount of M&A the SAAs may retain is calculated based on the total amount received under all HSGP awards. For example, if the award were as follows:

SHSP: $500,000
OPSG: $200,000
UASI: $300,000
Total HSGP Award: $1,000,000

The maximum M&A the SAA is authorized for use of the total HSGP award would be $50,000. ($1,000,000 X 5% = $50,000). **For OPSG subawards, the SAA must ensure that subrecipients receive 100% of their respective OPSG allocation amounts**. In the above example, the SAA could not retain any amount of the OPSG award, including amounts for M&A, and would be required to ensure that the full $200,000 of that OPSG award was received by the subrecipients.

Because the OPSG allocation is a component of the SHSP award, SAAs may retain 5% of the total SHSP award (SHSP + OPSG awards) for M&A and may use this amount to cover the costs of M&A that are directly allocable to both OPSG and SHSP. In the above example, the total amount of the SHSP and OPSG award is $700,000; therefore, the SAA may retain $35,000, which represents up to 5% of the $700,000. This represents $500,000 of the SHSP award for M&A while ensuring that the full amount of the OPSG award is distributed to the appropriate subrecipients.

HSGP recipients are also reminded that any M&A deducted by the SAA from the UASI grant program award must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to an OPSG or SHSP award.

Specific for OPSG, subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

M&A charged to OPSG, SHSP, or UASI funding must be used to support that particular program.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2

C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the Preparedness Grants Manual.

e. ***Funds Transfer Restrictions***

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

f. ***Evaluation Costs***

Evaluation costs are allowable. See Section H.2 "Program Evaluation" for more details.

g. ***Allowable Cost Matrix for SHSP, UASI, and OPSG***

The following matrix lists allowable cost activities across cost categories described above and below. The Preparedness Grants Manual includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA Headquarters (HQ) Preparedness Officer.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y	N
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y	N
Allowable Organizational Activities **Note:** Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the ".gov" domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Critical emergency supplies	Y	Y	N
General use vehicle acquisition, lease, and rental	N	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y	N

h. ***SHSP and UASI Other Direct Costs***

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition (Comprehensive Preparedness Guide (CPG) 201, 3rd Edition (fema.gov)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

i. PLANNING

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in Comprehensive Preparedness Guide (CPG) 101 v3.

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

II. ORGANIZATION

Organization costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

i. Program management;
ii. Development of whole community partnerships, through groups such as Citizen Corp Councils;
iii. Structures and mechanisms for information sharing between the public and private sector;
iv. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
v. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
vi. Operational Support;
vii. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
viii. Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
ix. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

x. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and

xi. Migrating online services to the ".gov" internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

i. Documentation explaining why the cap should be waived;
ii. Conditions under which the request is being submitted; and
iii. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public L. No. 110–412 – the PRICE Act), dated October 30, 2019, for additional information on the waiver request process.

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the Authorized Equipment List (AEL). Some

equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance) recommendations. Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the National Emergency Medical Services Information System.

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

i. Bullet resistant doors and glass;
ii. Hinge-locking mechanisms;
iii. Immediate notification to emergency 911 systems;
iv. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;

v. Installation of distraction devices or other countermeasures administered by law enforcement; and
vi. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are allowable under this program. See the Preparedness Grants Manual for more information.

General Purpose Equipment
HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[4] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[5] engaged in homeland security program activity.

Controlled Equipment
For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

[4]Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[5]This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.[6]

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards. As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D.

All proposed construction and renovation activities must undergo an

[6] FEMA issued Policy 207-22-0002 in response to Executive Order (EO) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from EO 13688, which established prohibited equipment and controlled equipment lists.

Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the Preparedness Grants Manual for more information.

IV. Training and Exercises

Training and exercise costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual. Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at NTED.

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design.

Law Enforcement Readiness

SHSP or UASI grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP or UASI subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

V. MAINTENANCE AND SUSTAINMENT

Maintenance and sustainment related costs are allowed under this program only as described in the Preparedness Grants Manual.

VI. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under SHSP and UASI.

VII. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP and UASI allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

i. **Hiring**. State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.

ii. **Overtime**. These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

iii. **Backfill-Related Overtime**. Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

iv. **Supplanting**. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources

occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Authorized Operational Overtime Categories

	Category	Description
1	**National Terrorism Advisory System (NTAS)**	Security measures in response to an increase in the threat level under the NTAS to an "elevated" or "imminent" alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs, remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System | Homeland Security (dhs.gov) for additional information on the NTAS.
2	**National Security Special Event (NSSE)**	Security measures for a designated NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	**Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events**	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.

	Category	Description
4	**States of Emergency**	Declarations of states of emergency by the Governor associated with a terrorism-related threat or incident. This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.
5	**National Critical Infrastructure Prioritization Program (NCIPP)**	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP based on a terrorism-related threat to critical infrastructure.
6	**Directed Transit Patrols**	Targeted security patrols in airports and major transit hubs based on a terrorism-related threat to transportation systems.
7	**Other Related Personnel Overtime Costs**	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.
8	**Operational Support to a Federal Agency**	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

Administration of Operational Overtime Requests

i. Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.

ii. All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;

iii. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;

iv. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;

v. States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and

vi. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

VIII. Secure Identification

Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

IX. Multiple Purpose or Dual-Use of Funds

Please see the Preparedness Grants Manual for information on multiple purpose of dual-use of funds under SHSP and UASI.

i. *OPSG Other Direct Costs*

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition (Comprehensive Preparedness Guide (CPG) 201, 3rd Edition (fema.gov)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

I. Planning

Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable planning activities for OPSG.

II. Organization

Organization costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable organizational activities for OPSG.

III. Equipment

Equipment costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the

property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

i. **Equipment Marking**. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: **"Purchased with DHS funds for Operation Stonegarden Use."**
ii. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
iii. **Vehicle and Equipment Acquisition, Including Leasing and Rentals**. Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
iv. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

Requirements for Small Unmanned Aircraft Systems
Small Unmanned Aircraft Systems (sUAS) are allowable under the HSGP. See the Preparedness Grants Manual for more information.

General Purpose Equipment
HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[7] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized

[7]Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[8] engaged in homeland security program activity.

Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.[9]

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards. As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other

[8]This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

[9] FEMA issued Policy 207-22-0002 in response to Executive Order (EO) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from EO 13688, which established prohibited equipment and controlled equipment lists.

regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Construction and Renovation
OPSG funds may not be used for any construction.

IV. Training and Exercises

Training and exercise costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at NTED.

Law Enforcement Readiness
OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *INA* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

V. Maintenance and Sustainment

Maintenance and sustainment related costs are allowed under this program only as described in the Preparedness Grants Manual.

VI. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an

allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under OPSG.

VII. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs
OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

i. Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
ii. Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
iii. The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
iv. All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
v. The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Intelligence Support
Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

i. Complete training to ensure baseline proficiency in intelligence analysis and production within six (6) months of being hired; and/or,
ii. Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

VIII. REGIONAL BORDER PROJECTS

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

i. Communications equipment;
ii. Radio systems and repeaters;
iii. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
    - Intelligence analysts.
iv. Situational Awareness equipment:
    - License Plate Reader Networks;
    - Visual detection and surveillance systems;
    - Sensor Systems;
    - Radar Systems (for air and/or marine incursions); and
    - Aircraft systems (manned or unmanned).

IX. TRANSPORTATION COSTS AND COSTS RELATED TO THE PROVISION OF ACUTE MEDICAL CARE

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

X. TEMPORARY OR TERM APPOINTMENTS

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

i. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;

ii. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
   - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
   - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.

iii. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;

iv. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
   - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
   - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
   - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).

v. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and

vi. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

j. Unallowable Costs for SHSP, UASI, and OPSG

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

i. **UNALLOWABLE COSTS FOR OPSG ONLY**

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 421b, or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

i. **RISK METHODOLOGY**

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, individuals inspired by terrorists abroad, and the assessment of vulnerabilities and potential consequences. DHS defines risk as: "potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences." See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018). The FEMA risk methodology is focused on three elements:

i. **Threat**: the likelihood of an attack being attempted by an adversary;
ii. **Vulnerability**: the likelihood that an attack is successful, given that it is attempted; and
iii. **Consequence**: the effect of an event, incident, or occurrence.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see

Section B.1 of this NOFO, "Available Funding for the NOFO."

II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2024 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal

awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. ***SHSP and UASI***

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2024 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of

the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of their December 2024 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2024 BSIR submission has been reviewed, projects related to the National Priority Areas deemed in alignment by DHS/FEMA, and the funding hold is removed by FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2024 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.

- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. *OPSG*

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see section D.10 above and the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2024 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2024 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual, as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the Preparedness Grants Manual for information on Notice of Award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. **Pass-Through Requirements**

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will start on the date the SAA accepted the award.

Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2024, while the period of performance dates for that award are September 1, 2024, through August 31, 2027. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2024 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2024 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. ***A letter of intent (or equivalent) to distribute funds is not considered sufficient.*** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. ***The Commonwealth of Puerto Rico is required to comply with the pass-through requirement***, and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer. However, even if a written consent agreement is in place from previous fiscal years, ***the SAA must still initially carry out the pass-through documentation for its FY 2024 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2024 funding.***

Additional OPSG Requirements
The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements
In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

a. *DHS Standard Terms and Conditions*
All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*
As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with
DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights

provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***
See the Preparedness Grants Manual for information on EHP compliance.

d. ***National Incident Management System (NIMS) Implementation***
In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as ICS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. See the Preparedness Grants Manual for information about NIMS implementation.

e. ***Emergency Communication Investments***
If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the SAFECOM Guidance. The certification letter should be coordinated with the SWIC for each state and must be uploaded to FEMA GO at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by

CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

f. ***Mandatory Disclosures***

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the Preparedness Grants Manual for information on reporting requirements.

5. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

See the Preparedness Grants Manual for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *FEMA Grants News*

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. FEMA Regional Offices

FEMA Regional Offices provide some fiscal support functions, including cash analysis and financial monitoring for this program. The FEMA Grant Programs Directorate, Office of Grants Administration, is responsible for financial and programmatic management of this program, and provides technical assistance, as needed or requested.

FEMA Regional Office contact information is available at: https://www.fema.gov/fema-regional-contacts.

e. ***Equal Rights***
The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. ***Environmental Planning and Historic Preservation***
GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. ***FEMA GO***
For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

b. ***FEMA Preparedness Toolkit***
The FEMA Preparedness Toolkit (PrepToolkit) provides access to the tools and resources needed to implement the National Preparedness System and provide a collaborative community space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their THIRA/SPR, and other required assessments using the tools on PrepToolkit. For assistance, contact support@preptoolkit.fema.dhs.gov.

H. Additional Information

GPD has developed the Preparedness Grants Manual to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the Preparedness Grants Manual include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information

- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Report Issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Note that all information in this Section H.1 "Termination Provisions" is repeated in the Preparedness Grants Manual.

a. ***Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO. See also the section on Actions to Address Noncompliance in the Preparedness Grants Manual.

b. ***With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it

does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov. and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. ***Waivers***

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

c. ***Definitions***

For BABAA specific definitions, please refer to the FEMA Buy America website at: "Programs and Definitions: Build America, Buy America Act | FEMA.gov."

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

4. **Report issues of fraud, waste, abuse**
Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. **National Threat Evaluation and Reporting (NTER) Program Office**
As the threat landscape continues to evolve, the DHS Office of Intelligence and Analysis (I&A) National Threat Evaluation and Reporting (NTER) Program Office empowers homeland security partners to adapt to new threats and prevent terrorism and targeted violence. NTER equips homeland security partners with tools and resources to identify, report, and mitigate threats of terrorism and targeted violence to keep the Homeland safe primarily through two lines of effort: the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI) and Behavioral Threat Assessment Integration.

   a. **Behavioral Threat Assessment Integration**
   NTER assists federal, state, local, tribal, and territorial (F/SLTT) partners with integrating a behavioral approach to violence prevention into their processes for identifying and mitigating homeland security threats of targeted violence, regardless of motive. Through training, partner capacity building, and information sharing, NTER supports the identification and mitigation of threats. The Office fills a national gap by providing a framework for Behavioral Threat Assessment and Management (BTAM) as a best practice for targeted violence prevention.
      - The Master Trainer Program certifies F/SLTT partners in the instruction of BTAM techniques and best practices. This instructor development and certification program prepares F/SLTT partners to engage their local communities and empowers homeland partners to help mitigate threats and aid in preventing acts of targeted violence.
      - Foundations of Targeted Violence Prevention eLearning: This one-hour eLearning empowers partners to recognize threats or potentially concerning behaviors; understand what behaviors may be displayed by a person who is on a pathway to violence; learn where to report information of concern; and understand how the information reported will be used to keep our communities safe.

   b. **Nationwide Suspicious Activity Reporting Initiative**
   The NSI is a joint collaborative effort by the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and F/SLTT law enforcement partners. This initiative provides law enforcement with a tool to help prevent terrorism and other related criminal activity by establishing a national capacity for identifying, gathering, documenting, processing, analyzing, and sharing tips and leads. The NSI is a standardized process for identifying, reporting, and sharing suspicious activity in jurisdictions across the country.
      - SAR Standardized Technical Assistance Consultation Guide: This document provides an overview of the technical assistance and training services.

- Online SAR Training for Law Enforcement and Hometown Security Partners: To increase the effectiveness of this multifaceted approach, the NSI has developed training programs for frontline officers and hometown security partners on how to report identified suspicious activity to the proper authorities while maintaining the protection of citizens' privacy, civil rights, and civil liberties.
- Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI) Fundamentals | Homeland Security (dhs.gov): This one-hour training course provides an interactive overview of the NSI. It provides users an understanding of the evaluation process used to determine whether identified behavior adheres to the Information Sharing Environment Functional Standard criteria, in accordance with privacy, civil rights, and civil liberties protections.

Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Fiscal Year 2024
Homeland Security Grant Program

California Supplement to the Federal Notice of Funding Opportunity

December 2024

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Federal Program Announcement

On April 16, 2024, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.

Information Bulletins

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Grant Management Memoranda

Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.

Purpose of the California Supplement

The FY 2024 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA Preparedness Grants Manual. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2023 and FY 2024 HSGP and highlight additional California policies and requirements applicable to FY 2024 HSGP.

Eligible Subrecipients

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

Tribal Allocations	The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Competitive Funding Opportunity (CFO) will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.
Subrecipient Allocations	FY 2024 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.
Supplanting	Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.
Public/Private Organizations	Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.
Debarred/ Suspended Parties	Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs. Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors. Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335.

Debarred/ Suspended Parties Cont.

The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

Key Changes to the FY 2024 HSGP

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2024. The primary change for FY 2024 is that only the Enhancing Election Security NPA maintains a 3% minimum spend. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – NEW: no minimum spend;
- Enhancing the protection of soft targets/crowded places –NEW: no minimum spend;
- Enhancing cybersecurity – no minimum spend;
- Enhancing community preparedness and resilience – NEW: no minimum spend;
- Combating domestic violent extremism – NEW: no minimum spend ;
- Enhancing election security – 3% minimum.

Key Changes to the FY 2024 HSGP Cont.

Purchasing Under a FEMA Award: 2024 OMB Revisions:
The Office of Management and Budget (OMB) has updated parts of the OMB Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations. These updates will apply to FEMA awards with an award date on or after October 1, 2024.

Key changes include updates to the federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327, which govern how FEMA award recipients and subrecipients must conduct purchases under a FEMA award.

FEMA will update its policy and guidance documents to incorporate these revisions, but for now, please refer to the Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet for more information.

Details on all the 2 C.F.R. revisions can be found on the Federal Register's Guidance for Federal Financial Assistance webpage.

For more information on the federal procurement standards, visit Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov.

FY 2024 National Priorities

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2024, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – no minimum;
- Enhancing the protection of soft targets/crowded places – no minimum;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – no minimum;
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – no minimum; and
- Enhancing election security – 3% minimum.

Subrecipients must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have flexibility on how that funding is allocated. Only the Enhancing Election Security NPA has a minimum spend requirement of 3%. The remaining 27% can be allocated across any of the NPAs.

FY 2024 National Priorities Cont.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

FY 2024 National Priorities Cont.

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2024 NOFO. Further, projects will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.

- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the FY 2024 HSGP NOFO (Section A).

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. Additional information regarding community preparedness and resilience is available through Individuals and Communities.

National Campaigns and Programs Cont.

Active Shooter Preparedness – DHS developed a comprehensive Active Shooter Preparedness website, which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering. For more information, please see DHS's Hometown Security Program.

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

National Campaigns and Programs Cont.

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

National Cybersecurity Review

The National Cybersecurity Review (NCSR) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October 2024 and February 2025.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in IB 439 and 429a.

NIMS Implementation

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS).

Law Enforcement Terrorism Prevention Activities

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, Preparedness Grants Manual, Information Bulletin (IB) No. 473 Supplemental Guidance for LETPA Expenditures, the National Prevention Framework, and National Protection Framework.

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to IB 485 - FY23 LETPA Supplemental Guidance to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities .

Management and Administration

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2024 HSGP.

Indirect Costs

Indirect costs are allowable under the FY 2024 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

Indirect Costs Cont.

Indirect costs are in addition to the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that State and local governments are **not** permitted to use the de minimis rate. These costs are allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b. Subrecipients should not include these costs in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove these costs that were included in their advanced application.

Organization Costs – Overtime

Operational overtime costs are allowable for increased security measures at critical infrastructure sites if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page 52 of the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity, all operational overtime requests must clearly explain how the request meets the criteria of one or more of the listed Authorized Operational Overtime Categories.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented

Organization Costs – Overtime Cont.

submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via Allowability Request Log (ARL) Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.

Personnel Cap

Pursuant to 6 U.S.C. § 609(b), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see IB 421b for more information on the waiver process.

Allowable HSGP equipment is listed on the FEMA Authorized Equipment List (AEL) website.

Equipment Typing/ Identification and Use	Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The FEMA Resource Typing Library Tool (RTLT) can be used to help determine the type and capability. Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the FEMA Preparedness Grants Manual for additional information. Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.
Equipment Maintenance/ Sustainment	Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA IBs 336 and 379, as well as Grant Programs Directorate (GPD) Policy FP-205-402-125-1.
Emergency Communications Projects	All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.
Telecom Equipment and Services Prohibitions	Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA) and 2 C.F.R. § 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

Telecom Equipment and Services Prohibitions Cont.

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Additional guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Prohibited and Controlled Equipment

Effective May 25, 2022, Executive Order (EO) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

For all awards issued on or after January 1, 2023, the policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically

Prohibited and Controlled Equipment Cont.

make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact your Grants Analyst to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on FEMA Policy 207-22-0002.

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for 03OE-07-SUAS details questions that must be included in the Aviation Request justification. Reference the Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems for additional information.

Subrecipients must submit Cal OES' UAS-Drone Request Form, Controlled Equipment Self-Certification Form and FEMA's Controlled Equipment Request Form for FEMA approval. Requests for drone/UAS accessories follow the same UAS process that requires FEMA review and approval.

FEMA approval is required before a SUAS can be purchased with HSGP grants funds.

Emergency Operations Plans

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0.

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

Build America, Buy America Act (BABAA)

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Build America, Buy America Act (BABAA) Cont.

When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under Buy America Preference Buy America Preference.

FY 2024 Investments

The State prioritized the following investment strategies for the FY 2024 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

California Homeland Security Strategy Goals

The State prioritized the following California Homeland Security Strategy Goals for the FY 2024 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

State Initiative Funding

For FY 2024, Cal OES shall retain 20% of the SHSP and 17.3% of the UASI funding for state initiatives.

"On Behalf Of"

Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner.

Public Alert and Warning

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines, developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Financial Management Forms Workbook

The FY 2024 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, Grant Subaward Modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Tab – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Tab – Provides detailed information on grant-funded organizational activities.

Equipment Tab – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Tab – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Tab – Provides detailed information on grant-funded exercises.

Financial Management Forms Workbook Cont.

M&A Tab – Provides information on grant-funded M&A activities.

Indirect Costs Tab – Provides information on indirect costs.

Consultant-Contractor Tab – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment Form contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

Application Attachments

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the FFATA Financial Disclosure Form to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit an electronic signed, copy of the FY 2024 Standard Assurances as part of their FY 2024 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Program Standard Assurances Addendum

The Program Standard Assurances Addendum specifies additional requirements that Subrecipients must meet. All Subrecipients must submit an electronic signed Program Standard Assurances Addendum as part of the FY 2024 HSGP application. The required Program Standard Assurances Addendum can be found only in PDF format on the Cal OES website.

Operational Areas and Urban Areas

Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2024, FY 2025, FY 2026; and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made

Operational Areas and Urban Areas Cont.

by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the GBR. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria are found in the FEMA Preparedness Grants Manual.

Threat Hazard Identification and Risk Assessment – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Urban Areas Only Cont.	**Stakeholder Preparedness Review** – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.
Fusion Centers Only	All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support. Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).
State Agencies and Tribes Only	State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Application Submission	Subrecipients must submit an electronic copy of their completed FMFW to their Grants Analyst for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Grants Analyst as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2024 HSGP Timeline, referenced as Attachment B.
Late or Incomplete Application	Late or incomplete applications may be denied. If an application is incomplete, the Grants Analyst may request additional information. Requests for late submission of applications must be made in writing to the Grants Analyst prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.
HSGP Contact Information	The Grants Analyst Regional Assignments Map is linked and available on the Cal OES website under "Regional Assignments".
Subaward Approval	Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES HSGP FMFW, returning it to the appropriate Grants Analyst. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned in amounts up to $500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the Cal OES HSGP FMFW v1.24, signed by the Subrecipient's AA, and submitted to the Grants Analyst.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Modifications Cont.

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference GMM 2018-17 for additional information regarding modification requests.

Modifications to NP Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Training Requirements

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a "placeholder" for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Grants Analyst and the Training Branch to identify a possible "placeholder" for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a Training Request Form and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must

Training Requirements Cont.

be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (916) 845-8745 or Training@CalOES.ca.gov.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- Olivia.Rudolphy@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients are required to conduct procurement activities in with documented procurement procedures that align with federal procurement standards outlined in 2 C.F.R. Part 200. In cases where there is a conflict between the local procedures and federal standards, the more stringent requirements must be followed. Additionally, subrecipients must implement written conflict of interest policies that govern the actions of employees involved in the selection, award, and administration of contracts. These policies should include provisions for disciplinary actions in the event of violations.

Procurement Thresholds

Under 2 C.F.R. Part 200, procurement thresholds are defined as follows:

- **Micro-purchase threshold**: This is the maximum amount for which purchases can be made without requiring competitive quotes or formal procurement processes, provided the price is reasonable. The micro-purchase threshold is set at **$10,000**.

- **Simplified acquisition threshold**: This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding $250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent threshold.

Procurement Documentation

Subrecipients must maintain records that document the procurement process, including the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. To be allowable, costs must be properly documented. Acceptable documentation includes, but is not limited to:

- Solicitation materials (e.g., requests for quotes, bids, or proposals)
- Responses to solicitations (e.g., quotes, bids, or proposals)
- Independent cost estimates and post-solicitation cost/price analyses, if applicable
- Contract documents and amendments
- Evidence of required contract provisions
- Other documents mandated by federal regulations at the time the grant was awarded

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES Request for Noncompetitive Procurement Authorization form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and GMM2021-05 for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant period of performance.

Cal OES requires Subrecipients to obtain a performance bond when procuring any equipment item over $250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation (EHP)

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed

Environmental Planning and Historic Preservation (EHP) Cont.

project and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. GrantAnalysts will provide additional instructions should this report be required.

EHP Screening Requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

Construction and Renovation

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed $1,000,000 or 15% of the grant subaward (for the purposes of limitations on funding levels, communications towers are not considered construction).

Construction and Renovation Cont.

Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any HSGP funds for construction or renovation. *No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Grants Analyst to request disposition instructions. See 2 C.F.R. § 200.313€.

Performance Reporting

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for all awards prior to FY 2024. All subsequent BSIR reports will be submitted in FEMA GO. BSIR must be completed for the duration of each subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR for all awards prior to FY 2024 may be obtained through the GRT. To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to

Performance Reporting Cont.

ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Grants Analyst.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;

Extension Requests Cont.

5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Grants Analyst. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2024 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent

Monitoring Cont.

modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances; and
- Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a "hold" placed on any future reimbursements.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special

Suspension/ Termination Cont.

Conditions.

- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed. Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other

computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

Records Retention Cont.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.336.

Attachment A – FY 2024 HSGP Allocations | 2024

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,453,851		ORANGE	2,718,746
ALPINE	75,998		PLACER	420,772
AMADOR	108,571		PLUMAS	91,008
BUTTE	248,256		RIVERSIDE	2,130,587
CALAVERAS	112,830		SACRAMENTO	1,400,136
COLUSA	93,346		SAN BENITO	130,337
CONTRA COSTA	1,042,148		SAN BERNARDINO	1,913,858
DEL NORTE	97,417		SAN DIEGO	2,830,483
EL DORADO	234,278		SAN FRANCISCO	775,892
FRESNO	927,408		SAN JOAQUIN	737,499
GLENN	96,159		SAN LUIS OBISPO	316,482
HUMBOLDT	187,964		SAN MATEO	696,626
IMPERIAL	226,248		SANTA BARBARA	446,265
INYO	90,923		SANTA CLARA	1,664,434
KERN	839,747		SANTA CRUZ	295,835
KINGS	202,266		SHASTA	226,214
LAKE	127,354		SIERRA	77,691
LASSEN	98,828		SISKIYOU	111,698
LOS ANGELES	8,300,952		SOLANO	448,956
MADERA	208,274		SONOMA	477,966
MARIN	288,172		STANISLAUS	535,072
MARIPOSA	89,272		SUTTER	158,389
MENDOCINO	150,140		TEHAMA	129,162
MERCED	315,459		TRINITY	88,432
MODOC	82,186		TULARE	475,346
MONO	86,086		TUOLUMNE	121,004
MONTEREY	437,680		VENTURA	770,793
NAPA	188,460		YOLO	261,139
NEVADA	159,879		YUBA	144,674
			*Total	37,165,648

Attachment A – FY 2024 HSGP Allocations | 2024

Fusion Centers	
Region	**Total Award**
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
*Total	**10,127,050**

* SHSP allocations reflect National Priority Area project adjustments

Urban Areas Security Initiative (UASI) *A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	**Federal Allocation to State**	**Allocation to UASI**	**State Initiatives**
ANAHEIM/SANTA ANA AREA	4,712,190	3,896,981	815,209
BAY AREA	32,754,895	27,088,298	5,666,597
LOS ANGELES/LONG BEACH AREA	59,395,378	49,119,978	10,275,400
RIVERSIDE AREA	3,500,484	2,894,900	605,584
SACRAMENTO AREA	3,410,728	2,820,672	590,056
SAN DIEGO AREA	14,760,877	12,207,245	2,553,632
Total	**118,534,552**	**98,028,075**	**20,506,477**

Attachment B – FY 2024 HSGP Timeline | **2024**

DHS/FEMA Announcement of 2024 HSGP NOFO	April 16, 2024
Cal OES Application Due to DHS	June 24, 2024
DHS Award to California	September 27, 2024
Subrecipient period of performance begins	September 1, 2024
2024 HSGP California Supplement release	November 2024
Subrecipient Workshops	October 2024
Subrecipient Awards (45 days from DHS award)	October 2024
Subrecipient Final Applications for FY24 Due to Cal OES	February 10, 2024
Subrecipient period of performance ends	May 31, 2027
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2027

Subrecipient: _____ **FIPS#:** _____

Grants Analyst: _____

Financial Management Forms Workbook:

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Tab
- ☐ Organization Tab
- ☐ Equipment Tab
- ☐ Training Tab
- ☐ Exercise Tab
- ☐ Consultant/Contractor Tab
- ☐ Management & Administration Tab
- ☐ Indirect Cost Tab
- ☐ Authorized Agent Sheet

Attachments:

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances
- ☐ Program Standard Assurance Addendum
- ☐ FFATA Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- ☐ UASI Footprint
- ☐ UAWG Roster

State Agencies and Tribes Only:

- ☐ Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

UEI ☐ LETPA 35% or >☐ M&A 5% or <☐

180

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

EXHIBIT G

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
320 W. Temple Street, Room 380
Los Angeles, CA 90012

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here)	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7.CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
					8. TOTAL			$ 0.00 -

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐ **1.** I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐ **2.** All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____ _____
AUTHORIZED SIGNATURE DATE

4. _____ _____
AUTHORIZED PRINTED NAME AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION **(If different from Section B)**:

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on April 2021

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

   a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

   a) ☐ **Copy of the invoice**: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

   b) ☐ **Copy of the purchase order**

   c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.fema.gov/grants/guidance-tools/authorized-equipment-list

   d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

   e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.

   f) ☐ **Proof of payment of the use tax**: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.

   g) ☐ **Federal Debarment Listing**: Please provide a screen print out of the queried Federal Debarment Listing at sam.gov/SAM/. The listing needs to be queried **prior** to the selection of the vendor.

6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

   a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

   b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

   c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.

4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. *1 Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above *1. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:

- Attendance sheets (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.

h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

EXHIBIT G

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ___ of ___

Grant Year	Project Number	AEL No.	Description of Property	Serial # or Other ID #	SAFECOM Consult (Yes/No/NA)	Source of Property (SHSP or EMPG Grant Program)	Department (Title Holder)	Vendor Name	Invoice Number	Acquisition Date	Acquisition Cost	% of FED Participation	Location	Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost,	Disposition Date	Disposition Sale Price

N:Grants/Subrecipient Monitoring/Forms/Propery & Equipment Inventory Listing
Revised 12/2019

Equipment Inventory Listing
Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

Field	Date Element	Procedure
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

	EMP NO.	EMPLOYEE NAME	ASSIGNMENT	TITLE	TRAINING REQUEST # (for Training only)	TRAINING START DATE	TRAINING END DATE	SALARY	OT HOURS	REG RATE	OT RATE	OT PAY	Are you claiming for Employee Benefits?	Employee Benefits Rate	CLAIM TOTAL
1											$ -	$ -			$ -
2															
3															
4															
5															
6															
7															
8															
9															
10															
	GRAND TOTAL														$ -

Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

PLANNING ROSTER												
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product				
					-	-						
	GRAND TOTAL						**$**					

Approved by:

Authorized Signature

Print Name and Title

Date

EXHIBIT G

EXERCISE ROSTER

Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
	GRAND TOTAL						**$**					

Approved by:

_____
Authorized Signature

_____
Print Name and Title

_____
Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
								-	-	N/A	-

FMFW v1.15a - 2015

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Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

Verification	Yes	No	Comment
1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?			
3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

Verification	Yes	No	Comments
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. **PLANNING (Continued)**

Verification	Yes	No	Comments
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT

Objective

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

Verification	Yes	No	Comments
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

Verification	Yes	No	Comments
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

Verification	Yes	No	Comments
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

Office of the
South Gate City Clerk

MAY 21 2026

FILED

1:00pm

Item No. 16

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Public Works**

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

SUBJECT: GRANT AGREEMENT NO. 10254 WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE SOUTHERN AVENUE MULTIMODAL BRIDGE PROJECT

PURPOSE: To approve Grant Agreement No. 10254 with the Los Angeles County Regional Park and Open Space District ("RPOSD") for the Southern Avenue Multimodal Bridge Project. The grant agreement provides the mechanism to access the awarded grant funds.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Grant Agreement No. 10254 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;
b. Authorizing the Mayor to execute Grant Agreement No. 10254 in a form acceptable to the City Attorney;
c. Authorizing 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. Appropriating $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.

FISCAL IMPACT: There is no impact to the General Fund. Grant Agreement No. 10254 provides up to $500,000 in Measure A grant funding. The appropriations proposed for the Southern Avenue Multimodal Bridge Project are $500,000 in Measure A Grant Funds and $50,000 in Proposition C Local Return Funds.

ANALYSIS: The City was awarded $500,000 in grant funding for the Southern Avenue Multimodal Bridge Project, which proposes to extend Southern Avenue across the I-710 corridor and the Los Angeles River through the construction of a multimodal bridge. These funds will support preliminary design and studies, which are critical to establishing the technical, environmental, and community-supported foundation for the project. This initial phase will allow the City to evaluate feasibility, develop alternatives, identify environmental constraints, conduct

community outreach, and position the project for future environmental clearance, design, and construction funding.

To access the funds, the City must execute Grant Agreement No. 10254 with the Los Angeles County Regional Park and Open Space District (RPOSD). Staff recommend approval of the grant agreement and appropriation of funds to initiate the project.

BACKGROUND: The City's roadway network relies on a limited number of major streets that cross over the Interstate 710 Freeway and the Los Angeles River. These crossings are critical for moving people and traffic across the City. Historically, Southern Avenue also provided this connection; however, the bridge was removed following an emergency event. This created a gap in the roadway network, which continues to place additional traffic pressure on nearby crossings such as Firestone Boulevard and Imperial Highway. As a result, congestion in this area remains a challenge due to the limited number of available bridges.

The Southern Avenue Multimodal Bridge Project is intended to address this long-standing issue by restoring this connection. The project proposes to construct a new bridge that would reconnect Garfield Avenue to Atlantic Avenue, via Southern Avenue. In addition to improving traffic circulation, the project is designed to enhance safety and access for pedestrians, bicyclists, and transit users. It would also strengthen connections between neighborhoods, Urban Orchard Park, the Los Angeles River corridor, and future development areas.

The City received a $500,000 Measure A Grant from the Los Angeles County Regional Park and Open Space District to study the feasibility of constructing the new bridge. This funding is limited to planning and preliminary design and does not include construction. The study will evaluate whether the project can be built and what it would require. Key tasks include:

- Developing and comparing bridge design options
- Evaluating environmental constraints
- Analyzing traffic, roadway connections, and right-of-way needs
- Conducting bilingual community outreach
- Preparing a final report with cost estimates and a long-term project schedule

The planning phase is expected to take approximately two years, from July 2026 through June 2028.

ATTACHMENTS: A. Grant Agreement No. 10254
B. Location Map

KT:ky

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A), approved by voters on November 8, 2016

GRANT AGREEMENT

Grant Number:	10254
Project Name:	Southern Avenue Multimodal Bridge Project
Grant Amount:	$500,000.00
Project Summary:	Planning and design feasibility study for a multi-modal bridge spanning I-710, the LA River, and adjacent roads in South Gate. Deliverables include concept alternatives, environmental constraints analysis, bilingual community engagement, and a final implementation plan with cost estimate and schedule.
Agreement Term:	2 Years from Agreement Execution (-)

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of South Gate
4900 Southern Avenue
South Gate, CA 90280

RECITALS

The Grantee ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Grant Agreement ("Agreement"), and under the terms and conditions of this Agreement.

1. Whereas Grantee agrees to complete the project as summarized in the Project Summary and as set forth in its entirety in Exhibit 1 (hereinafter referred to as "Project") and,
2. Whereas RPOSD, acting through the Director of the County of Los Angeles Regional Park and Open Space District, or her designee, and pursuant to Measure A, agrees to fund the Project not to exceed the awarded grant amount.

Now, therefore, it is hereby agreed as follows:

CONDITIONS

The Grants Administration Manual (GAM), and any subsequent changes or additions thereto, and the Measure A Resolution are hereby incorporated in this Agreement as though set forth in full. In the event of any conflict between the terms of this Agreement and the GAM or the Measure A Resolution, the Measure A Resolution shall control, followed by the GAM, followed by this Agreement.

Article 1: Grant Scope

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete the Project in its entirety.

Grantee shall carry out the Project in accordance with the approved scope, as it may be amended in accordance with the terms of this Agreement.

Article 2: Term of Agreement

This Agreement shall take effect when executed by an authorized representative of both parties ("Effective Date"), and shall terminate on _____, unless terminated sooner based on the provisions set forth in this Agreement ("Term").

Project costs must be incurred within the Term to be eligible for reimbursement.

Article 3: Maximum Grant Award

The Maximum Grant Award for the Project is $500,000.00.

Grant funds will be disbursed on a reimbursement basis, and in accordance with the Project Budget in RPOSD's grants management system ("GMS").

1. Grantee will use the grant funding solely for the purposes described in this Agreement and in accordance with Grantee's funded application detailed in GMS.
2. Grantee will return to RPOSD, or RPOSD shall retain, any funds not expended or committed for the purposes of the Grant within the Project Timeline.
3. Grantee understands that the Grant is not a gift and agrees that RPOSD is granting funds for Grantee to complete the Project.
4. Construction costs are ineligible under the terms of this Agreement.

5. Grant funds may not be used to fund any project expense for which funding has already been secured from Proposition A, Measure A, or other sources.
6. Grantee may only request reimbursement for project expenses that are distinct and separate from any elements funded by other sources.

Article 4: Cap on Indirect Costs

The total accumulated indirect costs amount shall not exceed twelve percent (12%) of the maximum grant award.

Article 5: Expenditure of Funds and Allocation of Funds Between Budget Items

The Grantee shall expend funds consistent with the approved grant budget. Any revisions to the budget that contemplates shifting funds from approved Project Budget line items into a different category, must be identified in a revised budget submitted by Grantee within RPOSD's GMS and approved in advance by RPOSD. RPOSD has sole discretion to determine whether to approve a Project Budget revision.

RPOSD may withhold payment for items which exceed the amount allocated in the Project Budget which have not received the prior approval required above. Any approved increase in the funding for any budgeted item shall mean a decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse funds for costs incurred, up to 90% of the grant amount, upon the Grantee's satisfactory progress of the Project. Reimbursements shall be initiated upon submission of an electronic claim form, which shall be submitted no more frequently than monthly.

RPOSD shall disburse the final ten percent held in retention, upon the Grantee's satisfactory completion of the Project, submission of required documentation and upon RPOSD's acceptance of the Project as complete. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the electronic grants management system and address all forms and requirements of the claim process, in accordance with the procedure set forth in the GAM as amended,.

RPOSD shall reimburse the Grantee for eligible costs incurred within the Project Timeline, up to the total grant amount. The Grantee shall submit payment requests through RPOSD's GMS.

Article 7: Advancing Funds

The Grantee may request a limited advance of grant funds pursuant to the requirements and processes set forth in the GAM.

Article 8: Project Completion

The Grantee shall complete the Project by the termination date of this Agreement. No later than one year from completion of the Project, or one year from expiration of the term of this Agreement, whichever is first, Grantee shall complete the process as set forth in the GAM.

Article 9: Early Termination, Suspension, and Failure to Perform

After commencement of the Project, but before completion, RPOSD may terminate or suspend this Agreement, in whole or in part, for cause by providing the Grantee with (30) thirty-day notice in writing. Grantee shall immediately stop work under the Agreement and take all reasonable measures to prevent further costs to RPOSD. Any notice suspending work under this Agreement shall remain in effect until further written notice from RPOSD authorizes work to resume, if provided.

Before the Project is complete, the Grantee may terminate this Agreement for any reason by providing RPOSD with thirty (30) day notice in writing and repayment to RPOSD of all amounts disbursed by RPOSD under this Agreement.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this section.

Grantee shall include in any Agreement with any contractor retained for work under this Agreement a provision that entitles Grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

Article 10: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the agreement and shall not cause the remainder to be invalid or unenforceable.

In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Article 11: Copyright and Work Products

Grantee has the right to Copyright protect original works developed under this Grant. All such copyrighted works will be in the name of the Grantee. Grantee grants to RPOSD an irrevocable and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Agreement.

Article 12: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee in furtherance of the Project.

RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

The obligations in this "Indemnification and Hold Harmless" section shall survive termination of this Agreement.

Article 13: Amendments

As provided herein, no amendment of any of the terms or conditions of the Agreement will be effective unless provided in writing and signed by all parties. It is the responsibility of the Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties. Requests for amendments must be submitted through GMS no later than six (6) months before the termination of the Agreement. Due to the competitive nature of this funding program, RPOSD, in its sole discretion, shall determine whether to grant an amendment but is under no obligation to approve any such request.

Article 14: Compliance with Laws and Regulations

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. This Agreement is governed by the laws of the State of California, and the parties agree that the enforcement of the Agreement, and the resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved in a court of competent jurisdiction. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

Article 15: Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if entered and/or uploaded to RPOSD's electronic GMS; (ii) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (iii) if mailed, on the date of delivery as shown by the return receipt; (iv) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices shall be addressed to the RPOSD Grants Officer assigned to this grant in the grants management system. A copy of all written notices shall also be sent to grants@rposd.lacounty.gov.

Article 16: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to RPOSD for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years after close-out or termination of the Agreement, whichever is later.

Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

At any time during the term of this Agreement or at any time within 5 years after the expiration or prior termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with

records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 17: Computer Software

The Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 18: Public Access and Nondiscrimination

During the performance of this agreement, the Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence.

All work funded under this Agreement must advance a project that, upon future development, will be open and accessible to the general public without discrimination on any basis identified above. The Grantee shall not use grant funds to plan, design, or otherwise advance a project, or any component thereof, that is intended or reasonably expected to:

a) restrict public access through unreasonable gating, membership requirements, residency preferences, discriminatory fee structures, or other exclusionary conditions;
b) limit access or use in a manner that differentiates between residents and non-residents of any jurisdiction, including but not limited to preferential registration, pricing, or scheduling;
c) serve a primarily private, commercial, or non-public purpose; or
d) result in a facility, improvement, or open space that would not satisfy the public access requirements of Measure A, the GAM, or RPOSD's deed restriction requirements applicable to future development grants. If RPOSD determines at any time during the term of this Agreement that the work is advancing a project inconsistent with these requirements, RPOSD may suspend reimbursements, require corrective action, or terminate this Agreement in accordance with Article 10.

The Grantee shall promptly notify RPOSD in writing of any change in Project circumstances that may affect compliance with this section. Nothing in this section limits the ability of the

Grantee or a future project operator to establish reasonable rules governing hours of operation, reservation systems open to all members of the public, or use restrictions necessary for resource protection, public safety, or facility management, provided such rules are applied on a nondiscriminatory basis consistent with the terms of Measure A and the GAM.

Article 19: Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RPOSD.

Article 20: Assignment

This agreement is not assignable by the Grantee in whole or in part.

Article 21: Good Standing

A Grantee is in Good Standing when the Grantee is in compliance with all requirements stated in the Grant Agreement, GAM, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Article 22: Community Engagement

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

For specific details and requirements, refer to the GAM, as amended.

Article 23: Funding Acknowledgment

Grantee is required to acknowledge RPOSD's financial assistance for the Project consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and electronic materials, (2) social media, and (3) project announcements. Failure to comply with RPOSD's funding acknowledgment requirements may delay eligible reimbursements and result in a loss of Good Standing.

Article 24: Grant Status Updates

Grantee shall submit Grant Status Update Reports to RPOSD through grants management system by the due date(s) identified by RPOSD. Failure to submit a Grant Status Update by the due date may result in delayed claim reimbursement and potentially loss of Good Standing.

Article 25: Future Development Obligations

Grantee acknowledges that the planning and design work funded under this Agreement is intended to advance a project toward future development aligned with Measure A's requirements of perpetuity, deed restriction, and public access requirements.

For specific details and requirements, refer to the GAM, as amended.

Article 26: Material Findings Disclosure

Grantee shall notify RPOSD in writing within ten (10) business days of discovery of any significant development that may: (a) substantially change the proposed or approved scope; (b) affect the Project's timeline or milestones; or (c) raise concerns about the Project's feasibility or timely implementation. Notifications must include a summary of the issue, potential impacts, and any mitigation steps being considered. RPOSD will work collaboratively with Grantee to adjust and respond to evolving project needs, if RPOSD deems it possible. However, failure to disclose material changes may affect reimbursement eligibility, Good Standing, and future funding access, consistent with RPOSD policies and the GAM, as amended.

Article 27: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each term, condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 28: Conflict of Interest

No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this

Agreement. Failure to comply with the provisions of this section shall be a material breach of this Agreement.

Article 29: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 30: Breach

Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation: (a) prior to reimbursement of funds, withdrawal of the approved grant award; (b) after payment (partial or full), seek specific performance of Grantee's obligations under this Agreement or receive reimbursement of grant funds. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action. The foregoing remedies are cumulative and may be exercised independently or in combination.

Article 31: Counterparts

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Article 32: Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

Article 33: Timeliness

Time is of the essence in this Agreement.

IN WITNESS THEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE: **CITY OF SOUTH GATE**

By: _____
Joshua Barron, Mayor

Name: _____
Print Name

Title: _____

Date: _____

Attested By:

_____
Yodit Glaze, City Clerk (SEAL)

Name: _____
Print Name

Date: _____

By: _____ DRAFT
Raúl F. Salinas, City Attorney

Name: _____
Print Name

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Grant No. 10254

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Menu | Help | Log Out Back | Print | Add | Delete | Edit | Save

Application

Instructions

*Print to PDF will convert the application plus any PDF attachments into a single PDF file. **Release for Review** will change the status of the application to Under Review and move it on to the evaluation process. **Negotiation** will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. **Annotations** allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. **Versions** will display all component versions that were created as a result of the negotiation process. **Feedback** allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. **Withdraw** changes the status of the application to Withdrawn and removes the app from the evaluation process.*

Application Details Map | Print to PDF | Release for Review | Negotiation | Annotations(0) | Versions | Feedback | Withdraw

11903 - 2025 Planning and Design - Final Application

12402 - Southern Avenue Multimodal Bridge Project
Measure A

Status: Submitted **Submitted Date:** 10/30/2025 9:07 AM **Submitted By:** Shirley Land

Grants Officer Assigned:

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Mr. (Salutation)	Kenneth (First Name)	K (Middle Name)	Tang (Last Name)
Title	Senior Civil Engineer			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Primary Contact			
Department Name*	Public Works			

Organization Information

Agency/Organization Name*	City of South Gate - South Gate	88 (Study Area Number)	SGAT (M&S Code)

Agency/Organization Type

What is your Agency/Organization Type?* Public Agency

Agency/Organization Contact Information

Agency/Organization Website

Agency/Organization Phone* 323-563-5494 Ext.

Physical Address
All paper-based grant-related correspondence will be mailed to this address, unless a different address is provided below.

Agency/Organization Physical Address* 8650 California Avenue

*	South Gate (City)	California (State/Province)	90280 (Postal Code/Zip)

Is this the same as the Mailing Address?* No

Mailing Address
Skip this if Mailing Address is the same above.

Mailing Address 4900 Southern Avenue

South Gate City	California State/Province	90650 Postal Code/Zip

Agency/Organization Financial Information

Tax ID*	95-6000799
List the ROLES/TITLES of the individuals identified as Authorized and Designated signers per your agency's adopted resolution or proof of jurisdiction support.*	Steve Costley, Tina De La Rosa Director of Parks & Recreation

Grants Officer Assigned

Grants Officer	Denise Velasco

Supervisorial District(s)

Old SD	1
New SD	4
Good Standing Status Issues, if any:	

RPOSD VIEW ONLY

Good Standing Status Comments	

Project Description

Grant Project Title*	Southern Avenue Multimodal Bridge Planning Project The title clearly identifies the proposed project. It is recommended that the title be less than 12 words.
What specific planning and design activities will be funded by this grant?	Conceptual or schematic design, CEQA analysis or documentation, Site feasibility or technical assessments, Community engagement related to design Check all that apply
What category is this application for?	Regional Recreation, Multi-use Trails & Accessibility
Category 4 - This program supports regional scale recreation projects that improve access to nature, increase countywide connectivity, and serve broad populations. A regional-scale project is one that serves , connects, or benefits a broad cross-jurisdictional area-typically extending beyond a single neighborhood, community, or city-and is accessible to a countywide or multi-community population.	Yes
Describe the scope of work funded by Measure A.	The Southern Avenue Multimodal Bridge Planning Study represents the first phase of a multi-year, multi-agency effort to construct a new multimodal bridge spanning the I-710 Freeway, Los Angeles River, Urban Orchard Park, and adjacent frontage roads in the City of South Gate. The Measure A request of $500,000 is limited strictly to planning-level tasks that establish the feasibility, environmental pathway, and community-supported bridge concepts and alternatives. Measure A - Funded Scope ($500,000): Corridor feasibility analysis, including screening-level structural, hydrology, bicycle, pedestrians and transit usage/access reviews. Development of bridge concepts and alternatives with preliminary profiles and cross-sections. Environmental constraints analysis and initiation of a Planning and Environmental Linkages (PEL) process defining the CEQA/NEPA roadmap. Preparation of preliminary cost estimates and implementation schedule. Bilingual community (English/Spanish) and stakeholder engagement (three workshops + three meetings) documenting public priorities. Deliverables: Feasibility and environmental-constraints report, bridge concepts and alternatives package, cost estimate, PEL outline, engagement summary, and implementation plan. Broader Project Vision (Estimated $359,000,000):

Future phases - funded separately through federal, state, and regional programs - will complete environmental clearance, final design, right-of-way coordination, permitting, and construction of the full PA/ED multimodal bridge structure with bicycle, pedestrian, and transit facilities.

The Measure A scope is a foundational next step - it provides the technical validation, environmental readiness, and community consensus needed to transition from concept to implementation. This early investment will position the City of South Gate to pursue and secure the major capital funding required to deliver a regional multimodal bridge that connects neighborhoods, parks, and the Los Angeles River corridor for generations to come.

4500-character limit

Click here for the 2025 Competitive Grant Programs Budget and Timeline

Provide a clear budget and timeline outlining the specific scope of work funded by Measure A. Identify all funding sources (secured or proposed), and distinguish between Measure A and non-Measure A elements. For each deliverable, specify whether it is a hard or soft cost. Applicants are encouraged to be as detailed as possible to demonstrate project readiness and strong project management.

Budget and Timeline _RPOSD-MeasureA-CompetitiveGrant2025 10.30.25 w.pdf
Download, complete, and attach the included template. 50MB file size limit

Environmental Information

What is the CEQA status of the work funded by this grant?

Not required

Provide justification

The Southern Avenue Multimodal Bridge Planning Study is a planning-level effort limited to feasibility, bridge concepts and alternatives development with environmental scoping. No construction, right-of-way acquisition, or ground disturbances is proposed. Under CEQA Guidelines §15061(b)(3), these activities are exempt as it has no potential to cause a physical change in the environment. Similarly, under 23 CFR §771.111 and FHWA Planning and Environmental Linkages (PEL) Guidance, the study is not a federal action requiring NEPA review. The planning process will develop an environmental constraints analysis (CEQA/NEPA) to identify key issues, permitting needs, and schedule considerations for future construction project documentation.

750-character limit

Site Control

Please note that the applicant must provide proof in supporting documents section below. The applicant must provide written consent or other documentation to develop project. Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.

Describe site control for the proposed project.

Property Owner

Proof of site control

Key to Site Access Maps.pdf
Upload Required. 50MB file size limit

Explain how long-term public access will be secured.

The Southern Avenue Multimodal Bridge is a public project to serve the public, involving the City of South Gate, Caltrans District 7, and the Los Angeles County Flood Control District. All public agencies controlling a portion of the corridor that is permanently designated for public transportation use, ensuring that long-term access can be secured through public interagency coordination.

The City of South Gate owns and maintains Southern Avenue right-of-way at both bridge approaches, where the project will connect directly to public roads, sidewalks, bike routes, bridge ramps to parks/trails, and other community facilities. These local segments will remain public property under city management. For the freeway and river crossings, the city will work with Caltrans and the County Flood Control District to establish cooperative agreements or encroachment permits that define use, access, and maintenance responsibilities. Each partner agency has a shared interest in improving safety, mobility, and access to regional recreation facilities such as the Los Angeles River Trail.

The Measure A funded planning phase will prepare the necessary environmental and technical documentation to support these agreements and identify the most efficient structure for long-term ownership and management. Once constructed, the multimodal bridge will become part of the city's transportation and park-access network, ensuring permanent, publicly accessible, non-motorized connections for pedestrians, bicyclists, and local and regional transit riders.

Through public ownership, interagency partnerships, and formal maintenance agreements, the Southern Avenue Multimodal Bridge will remain a permanent public facility that provides safe, equitable, and enduring access between neighborhoods, parks, and the Los Angeles River corridor for generations to come.

2250-character limit

Evaluation Criteria

Are there known site constraints (e.g. contamination, topography)? Are there known site constraints that may affect project implementation (e.g., contamination, permitting, topography)?

Yes

Yes – Describe constraints and your mitigation plan

The Southern Avenue Multimodal Bridge Planning Study area includes multiple agencies, flood control facilities, and transportation infrastructure that are known site constraints typical of a regional multimodal bridge project each introducing technical, environmental, and permitting complexity. The corridor's mix of infrastructure and land uses requires careful integration. These issues are incorporated into the planning scope so they can be evaluated, mitigated, and turned into opportunities for stronger connectivity, community access, and land-use coordination.

Land Use and Corridor Function
The bridge will connect three fragmented sections of Southern Avenue now divided by the I-710 Freeway and Los Angeles River. It will create a new east-west community connections for bicycle, pedestrian, and transit services providing safe non-motorized connections to residential areas, South Gate Park and Urban Orchard Park, two regional bike trails, future light-rail station, employment centers, and local/regional community services. The route follows Southern Avenue where adjacent parcels include older industrial sites. Several parcels identified by the Department of Toxic Substances Control (DTSC) for remediation could include redevelopment support housing, recreation or retail consistent with the LA River Master Plan and the planned multimodal design of the bridge.

Multi-Jurisdictional Coordination
Implementation will require partnership with Caltrans District 7 and the LA County Flood Control District. A Project Partnering Group and letters of intent will clarify responsibilities, share data, and outline permits. Additional stakeholders including utilities, LA Metro, and others will be invited to participate as the project planning proceeds.

Utilities and Infrastructure
Existing utilities - power, communications, and storm drains - will be identified through record research and coordination with owners. Bridge alternatives will integrate avoidance, relocation strategies, and may consider new technology/green infrastructure mitigation strategies.

Topography, Flood Control, and Hydraulics
The bridge must span the river channel while maintaining clearance and flow capacity. The area's flat grades require precise geometry. Screening-level hydraulic modeling and coordination with Flood Control will confirm elevations and pier placement, offering opportunities for aesthetic and habitat-sensitive design consistent with LA River Master Plan goals.

Environmental and Contamination Constraints
Given the urban setting and freeway proximity, legacy soil or air-quality concerns may exist. The study will perform environmental constraints screening to identify risks and inform future CEQA/NEPA steps while highlighting opportunities to reduce Vehicle Miles Traveled (VMT) and improve air quality through expanded active-transportation options.

Right-of-Way and Access
The bridge alignment lies within City-owned right-of-way extending across the freeway, river, and adjoining parcels, with partial connections on property managed by Caltrans and LA County Flood Control. The study will map ownership of impacted parcels. Draft cooperative-use language for future

agreements defining access and maintenance roles will be prepared as needed.

Structural and Design Feasibility
Long spans are required to cross both the freeway and river while meeting seismic and multimodal standards. The Measure A-funded analysis will identify feasible bridge types, materials, and construction methods, creating opportunities for integrated architectural and landscape design that enhance visibility, safety, and community identity.

Public Access, Safety, and Placemaking
The bridge will link roadways, sidewalks, bikeways, and bus routes through ADA-compliant connections. The study will evaluate tie-ins, visibility, and bicycle approaches. Bilingual community (English/Spanish) engagement will include discussion of creating a welcoming civic space with Integrate an arts component so the bridge and approaches function as a welcoming civic space: e.g., art walls, sculpture/interpretive elements, landscape design, and lighting that reflect South Gate's cultural and environmental context and align with the LA River Master Plan.

The Measure A planning tasks will fund needed feasibility, environmental review, and coordination will turn challenges into opportunities for design excellence, safety, and access creating a lasting, equitable active-transportation gateway.

4500-character limit

Describe how funding the proposed work will make the project more competitive for Measure A development funds or other capital funding in the future?

Measure A Planning and Design funding provides the first step that turns a long-standing community vision into a fully defined project, ensuring that the Southern Avenue Multimodal Bridge competes successfully for future funding to deliver lasting benefits in equity, health, safety, and regional recreation access for the people of South Gate and Los Angeles County. The proposed planning effort establishes the technical, environmental, and collaborative foundation necessary to advance the bridge from a community concept to a shovel-ready capital improvement project eligible for future Measure A Category 4 (Regional Recreation) Development funds and complementary regional, state, and federal programs.

Creates a Complete and Defensible Project Package
The study will produce bridge concepts, feasible alignments, and technical memoranda addressing structure type, river and freeway crossings, drainage, utilities, and access sequencing. These deliverables convert a visionary idea into a defined scope with clear costs, schedule, and jurisdictional responsibilities - requirements for any Measure A development or construction grant. Inclusion of an early Planning and Environmental Linkages (PEL) process provides a roadmap for CEQA/NEPA clearance, avoiding delays in later phases and improving eligibility for funding sources that require documented environmental readiness.

Reduces Risk and Improves Cost Certainty
By evaluating alternatives, conducting preliminary existing-conditions screening, and confirming right-of-way with Caltrans District 7 and the Los Angeles County Flood Control District, the City will eliminate major unknowns before capital funding is sought. This proactive due diligence reduces project risk for future funders and positions the City of South Gate to move efficiently into environmental review and final engineering once design funds are secured.

Demonstrates Regional Coordination and Multi-Benefit Outcomes
The bridge closes a critical 0.4-mile gap between the Los Angeles River Trail, Rio Hondo Bike Path, and Urban Orchard Park, while connecting to local schools, transit, and safe bicycle and pedestrian routes along lower-speed neighborhood streets. Coordination with LA Metro's Transit Planning will align the project with the Light Rail Transit Corridor, establishing first/last-mile and Transit-Oriented Community (TOC) opportunities. These multimodal linkages make the project a strong candidate not only for future Measure A Development funding but also for Active Transportation Program (ATP), Metro Call for Projects, and other applicable State and Federal grant programs.

Advances Measure A Priorities of Equity, Health, and Access
Located in a Very High Need Park Study Area, the corridor serves neighborhoods ranking in the lowest 20 percentile on the California Healthy Places Index and above the 80th percentile for Pollution Burden on CalEnviroScreen 4.0. Investing in this planning phase for the proposed multimodal bridge ensures expanded community access directly benefits disadvantaged residents who rely on walking, biking, and transit for daily mobility and provides a safe alternative for new users. The bridge's eventual construction will expand park access, facilitate non-motorized travel, and promote active lifestyles outcomes that align with Measure A's goals for measurable impact on community health and park equity.

Builds Institutional Capacity and Readiness
This planning grant enables the City of South Gate Public Works Department to assemble its interagency team, refine roles, and formalize cooperative agreements. Establishing this structure during planning will shorten future

contracting and grant-execution timelines - key indicators of readiness in competitive capital programs.

Future Funding and Implementation
All Measure A-funded planning tasks are scheduled for completion within 24 months. By the end of the grant term, the City will have:

1. Preferred bridge concept and alignment.
2. Feasibility and environmental constraints reports.
3. Preliminary cost estimates and implementation schedule.
4. Documented agency coordination and site-control agreements.

Together, these deliverables provide the framework to proceed to environmental clearance and final engineering, creating a shovel-ready bridge project for future Measure A PA/ED Development funding and other construction-phase programs as funding cycles open.

4500-character limit

What community engagement has occurred for this project to date? Describe methods, number and type of participants, and how prior input has informed the project.

Community engagement for the Southern Avenue Multimodal Bridge builds on the recorded results of the public participation, beginning with the City of South Gate Bicycle Transportation Plan (2012), which formally identified the Southern Avenue corridor and river crossing as one of the community's most important east/west bicycle and pedestrian connections.

That plan was developed through an extensive, bilingual outreach process that included:

Three public workshops hosted at City Hall and South Gate Park.

Over 200 resident surveys in English and Spanish distributed through schools, local businesses, and community events.

Meetings with the City's Technical Advisory Committee, Planning Commission, and Bicycle Advisory Group; and

Coordination with regional partners such as the Los Angeles County Department of Public Works, Caltrans District 7, and the Los Angeles River Master Plan team.

The 2012 Plan (see attached file) identified Southern Avenue as a proposed east/west bicycle corridor extending to the Los Angeles River with a potential bridge connection across the freeway and river. Public input documented strong community support in improving east/west connectivity, bicycle and pedestrian safety, and access to the Los Angeles River Trail. The corridor appeared on both the public priority maps and the adopted project list in the 2012 Plan.

Since adoption, the City of South Gate has continued to receive community feedback supporting the Southern Avenue Bridge concept during other local planning of Urban Orchard Park's community access, City Council discussions, and staff coordination meetings with LA Metro and Gateway Cities of Governments (Gateway Cities), reaffirmed the bridge as a local and regional project advancing safety, recreation, and environmental-justice goals.

4500-character limit

Community Outreach Upload: Prior support documents may be submitted

Community Outreach and Proposed Bridge Crossing - South Gate bicycle-transportation-plan-2012-final.pdf
50MB file size limit

What community engagement will occur as part of this grant?

Community and Stakeholder Engagement
Engaging residents, businesses, and community partners is essential to ensure that the Southern Avenue Multimodal Bridge concepts and alternatives reflect the priorities of the people who will use them. The City of South Gate will lead a concise but inclusive outreach program designed to capture meaningful local input while maintaining efficiency consistent with the project's planning-level scope.

Task 3.1 Community Engagement Plan (CEP)
City staff, supported by the consultant team, will prepare a short Community Engagement Plan describing outreach goals, target audiences, and bilingual strategies for both English- and Spanish-speaking participants. The CEP will outline logistics for three Community Workshop and three Stakeholder Meetings, describe notification methods, and establish simple tools for documenting input.

Deliverable: Community Engagement Plan (draft + final)

Task 3.2 Stakeholder List and Coordination
A contact list will be developed in coordination with the city identifying key agencies and groups, such as:

- Los Angeles Unified School District and local school principals
- City of South Gate Parks & Recreation and Public Works staff
- Caltrans District 7 and LA County Flood Control District
- LA Metro Transit Planning and Joint Development staff
- City of Downey staff
- Police and Fire Services representatives
- Local businesses near Southern Avenue
- Community-based organizations active in the project area

The list will be maintained throughout the study to circulate notices and meeting materials.

Deliverable: Stakeholder Contact List

Task 3.3 Stakeholder Meetings
Up to three Stakeholder Meetings will be conducted at key milestones - project initiation, review of bridge concepts, and confirmation of the preferred alternative. Meetings will be informal, discussion-oriented, and held in person at City facilities during business or early-evening hours. Each meeting will include bilingual materials and translation upon request.

Deliverables: Meeting agendas, sign-in sheets, and summaries

Task 3.4 Community Workshop
One Community Workshop will provide residents, business owners, and community members the opportunity to review and comment on the bridge concepts and alternatives under study. The event will be held in the evening at a centrally located, transit-accessible facility such as South Gate Park. Presentation boards and handouts will be prepared in both English and Spanish. City staff and project team members will be available to answer questions and record input. Comment forms will be provided in both languages for written or verbal feedback.

Deliverables: Workshop notice and flyer (English/Spanish), presentation materials, meeting summary

Task 3.5 Outreach Materials
To promote participation, simple printed materials will be produced - one bilingual project fact sheet summarizing the purpose, schedule, and contact information, and up to three flyers announcing stakeholder and community meetings. Information will also be shared through existing City of South Gate communication channels, including the City website, social-media posts, and electronic newsletters.

Deliverables: Bilingual fact sheet, up to three flyers, and social-media content

Task 3.6 Engagement Summary
At the conclusion of outreach, the team will prepare a concise Engagement Summary documenting activities, attendance, and key feedback themes. The summary will describe how public and stakeholder input influenced bridge concepts and alternative selection and will be incorporated into the final Planning Study.

Deliverable: Engagement Summary Report

4500-character limit

Are you partnering with any community-based organizations (CBOs) or stakeholder groups?

Yes

(Name and describe role(s))

The Southern Avenue Multimodal Bridge Planning Study will be delivered through strong partnerships among public agencies, community organizations, and technical stakeholders. Because the project crosses the I-710 Freeway and the Los Angeles River, long-term success depends on sustained coordination with the agencies that own and manage the right-of-way, along with those representing the surrounding community. The partnership framework outlined below ensures consistent communication, shared decision-making, and transparent progress throughout the planning phase.

Primary Agency Partners
Caltrans District 7 and the Los Angeles County Flood Control District are the project's two primary partner agencies. Both own and manage portions of the right-of-way where the future bridge will cross the freeway and river. Their roles include providing data, design and hydraulic criteria, and early review of technical studies to confirm feasibility and regulatory consistency. Letters of intent will document each agency's consent to participate in planning activities and establish the foundation for future cooperative agreements or permits. Each partner will be represented in a Project Partnering Group convened by the City of South Gate at key milestones to review alternatives, evaluate environmental and

access considerations, and confirm constructability.

Regional Transportation Partner
LA Metro will serve as a planning partner through its Transit Planning and Joint Development teams. Metro's participation will help align the bridge concepts with the regional bus network, planned Light Rail Transit corridor, and potential Transit-Oriented Development (TOD) opportunities. Early collaboration with Metro will ensure that the Southern Avenue corridor strengthens first/last-mile connectivity and supports equitable transit access.

Local Government and Inter-City Coordination
The City of South Gate Public Works Department is the lead agency responsible for overall project management, consultant oversight, and grant fiscal reporting. City departments staff including Parks and Recreation, Community Development, and Police and Fire Services will contribute to planning, access design, safety review, and public outreach. Coordination will also extend to City of Downey staff, given the project's proximity to the municipal boundary and shared transportation network. This partnership ensures that regional connectivity and emergency-response access are fully addressed in the bridge concepts.

Educational and Institutional Stakeholders
The planning study will coordinate with the Los Angeles Unified School District (LAUSD) and local school principals to ensure that student routes and pedestrian safety needs are reflected in design concepts. Early input from school representatives will support identification of preferred crossings, travel routes, and community engagement strategies during the public workshop.

Community and Economic Stakeholders
Engagement will include local businesses, property owners, and community-based organizations (CBOs) active near Southern Avenue and the Los Angeles River. Their participation will help identify potential access improvements, aesthetic treatments, and cultural design features such as public art or interpretive elements. Outreach will prioritize equity and bilingual communication to ensure that residents most affected by the project are fully represented in decisions.

Partner Coordination and Deliverables
Under Task 3.2 - Stakeholder List and Coordination, the consultant team, working with the city, will develop and maintain a detailed contact list identifying each partner's point of contact and role. The list will be used to distribute notices, share draft deliverables, and document feedback during each project phase. Coordination will occur through virtual or in-person meetings, technical reviews, and public engagement sessions.

This partnership structure builds on the City's long history of collaboration with regional and community organizations. It provides a transparent framework for input, regulatory coordination, and inter-agency problem-solving. Through this collective effort, the planning study will produce bridge concepts that are technically feasible, environmentally responsible, and publicly supported, which positions the City of South Gate and its partners to advance a multimodal east-west gateway project that improves safety, mobility, and access to the Los Angeles River corridor.

4500-character limit

Who will manage this project? Provide names, roles, and relevant experience of key staff or consultants.

Lead Applicant/Owner: City of South Gate, Department of Public Works.

Deputy (City): Jose Loera, T.E. Transportation and Capital Improvement Program Division Manager ? 30+ years of experience oversees capital improvement projects from concept to construction completion. Manage and oversee the transportation and CIP program with 6 staff engineers. Successfully completed State and Federal funded complete streets, traffic modifications, communications and city infrastructure projects for the city of South Gate.

Community Development Liaison: Gabriel Perez, Community Development Director ? 20 years of experience leading in land-use/TOD, DTSC/opportunity-site coordination, park planning, historic preservation, public-realm standards, public art and community engagement. He has secured grant funding for and managed three transportation corridor revitalization studies and two rail station studies.

Project Manager (City): Kenneth Tang, P.E., Senior Civil Engineer ? 30+ years leading transportation and public-realm projects, including interagency coordination, council actions, environmental/permit pathways, and community engagement. Responsible for scope, schedule, budget, QA/QC, design and construction management, and compliance with the RPOSD Grants Administration Manual (GAM).

4500-character limit

Describe your project delivery approach.

The City of South Gate will serve as the lead agency and contract administrator for the Southern Avenue Multimodal Bridge Planning Study. The City has extensive experience managing consultant-led planning and design projects funded through local, state, and federal programs.

The project will be delivered through a consultant services agreement managed by the Public Works Department, consistent with the City's adopted Public Works procurement procedures and the California Public Contract Code. All services will be competitively solicited through a Request for Proposals (RFP) process to ensure transparency, cost control, and qualifications-based selection. The City will issue the RFP, evaluate proposals, and recommend award to the City Council for authorization.

Once a consultant team is under contract, the City will provide overall project management, contract administration, and coordination with Regional Park and Open Space District (RPOSD) and partner agencies. A designated City Project Manager (City Engineer or designee) will serve as the primary point of contact, responsible for schedule oversight, budget monitoring, and task approvals. City staff will review deliverables, coordinate internal and interagency comments, and approve invoices before submittal to RPOSD.

The selected consultant team will be responsible for all technical and engagement tasks outlined in the Measure A funded scope, including feasibility analysis, development of bridge concepts and alternatives, environmental constraints mapping, and bilingual community engagement. Technical specialists will prepare structural and hydrology screening, access evaluations, and a Planning and Environmental Linkages (PEL) outline identifying the CEQA/NEPA pathway for future phases. All work products will be reviewed and approved by City staff prior to submittal.

A Project Steering Group will be established to ensure coordinated review and progress monitoring. This group will include representatives from the City of South Gate, Caltrans District 7, Los Angeles County Flood Control District, LA Metro, and the Rivers and Mountains Conservancy, reflecting the project's multi-jurisdictional setting. The Steering Group will convene at key milestones to review technical findings, evaluate bridge alternatives, and ensure consistency with agency standards and future permitting requirements.

Community engagement will be fully integrated into the project delivery process. The consultant team, with City oversight, will lead three bilingual public workshop and up to three stakeholder meetings to gather feedback on bridge concepts and river access alternatives. Meeting logistics, translation, and outreach materials will be coordinated by City staff. Public feedback will be documented and incorporated into the feasibility findings and final recommendations.

Quality assurance and quality control (QA/QC) will be implemented throughout the project. Each technical deliverable will undergo internal review by the consultant team, followed by City and partner agency review to ensure technical accuracy, regulatory consistency, and alignment with Measure A objectives.

Financial management will adhere to RPOSD's Grant Administration Manual (GAM) and City of South Gate accounting policies. The City will maintain clear documentation of expenditures, staff time, and consultant invoices, and will submit quarterly progress reports and reimbursement requests through RPOSD's Grant Management System.

4500-character limit

Describe your past experience delivering similar planning or technical projects funded by public grants.

City of South Gate - Grants & Delivery Track Record.

The City has successfully planned and delivered multi-agency projects with state and regional funding (Caltrans ATP, HSIP, CDBG, STPL/HSIP, SB-1, Metro, Prop C/Measure R/M) including: Residential Resurfacing Programs (Phases I?IV); Long Beach Boulevard Complete Streets elements (ADA upgrades, lighting, crossings); Firestone Boulevard Capacity Enhancements (signal coordination, added turn/storage, access management, ADA/complete-streets features); Garfield Avenue Improvements (corridor safety, bikeway/sidewalk upgrades, curb management); Imperial Highway Improvements (intersection/capacity, pedestrian safety, U-turn pocket construction and traffic control); and I-710 On-Ramp/Frontage Road Improvements (geometric refinements, signing/striping, staging/clearance coordination with Caltrans). These efforts were delivered with bilingual outreach, timely council actions, audited closeouts, and full compliance with granting-agency manuals. Public Works maintains standard procedures for procurement, invoicing, labor compliance, progress reporting, and records retention.

Corridor/Bridge & Active-Transportation Planning.
The City and its consultants routinely produce planning-level concepts and technical screenings for roadway/bridge scopes that integrate ADA access, first/last-mile connections to parks and schools, drainage concepts, and planning-

level environmental/permit roadmaps, ensuring clean handoff to PA&ED. For Firestone, Garfield, Imperial, and the I-710 interfaces, the team has prepared typical sections, traffic operations/Queuing checks, concept signing/striping, and construction staging that respect agency constraints and maintain access to businesses and neighborhoods.

Environmental/Permit Coordination.
Staff has coordinated with Caltrans District 7, Los Angeles County Flood Control District, USACE, RWQCB, and CDFW on planning submittals, environmental scoping, and early permit pathways -producing constraints maps, study scopes, and preliminary hydraulics/clearance checks that carry forward into environmental documents and permit applications. Work at the I-710 on-ramps and along the LA River has established relationships, points of contact, and expectations for encroachment permits, cooperative agreements, and joint-use instruments.

Community Engagement.
The City conducts bilingual engagement-mailers, open houses, corridor walks, targeted small-group meetings - with clear artifacts (boards, maps, typicals) and traceable comment logs. Feedback is translated into typical sections, access diagrams, pedestrian lighting locations, and construction-phasing refinements; artifacts are archived to support audits and future phases.

Outcomes.
These projects have advanced from concept to funding with clean audit records, on-time council approvals, and competitive applications backed by letters of support from regional partners. The Southern Avenue Multimodal Bridge Planning Study leverages the same proven processes - grant administration, interagency coordination (Caltrans/LACFCD), bilingual outreach, technical screening, and risk-aware cost/schedule - to produce a grant-compliant feasibility package, a clear environmental/permit roadmap, and an implementable set of first/last-mile and public-realm improvements ready for next-phase funding and eventual construction.

4500-character limit

Is the project site located in a High or Very High Need Study Area? Provide address and APN, if possible.

Very High Need

Location*

The Southern Avenue Multimodal Bridge Planning Study corridor is located in the City of South Gate, within a Very High Need Study Area as identified in the Los Angeles County Parks Needs Assessment (2016). The project extends along Southern Avenue from approximately 228 feet east of Salt Lake Avenue to 583 feet east of East Frontage Road, crossing the I-710 Freeway, Los Angeles River, and associated frontage roads.

500-character limit. APN preferred, if not APN address or intersection can be entered.

Check the applicable indicators based on PNA+ Map Viewer for either Regional Recreation Need for Rural Recreation Need:

1 indicator

PNA+ screenshot

Three PNA Screenshots - Park Need Regional Access and Population Vulnerability.pdf
Upload Required. 50MB file size limit

Verification of Jurisdiction Support

Do you have the authority to apply? 50MB file size limit

Reporting Requirements

Supervisorial District

Study Area

Return to Top

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Competitive Program:			Planning and Design - Category 4					
DELIVERABLE	COST TYPE	TIMELINE	MEASURE A COMPETITIVE	Local Funds	[Funding Source Name]	[Funding Source Name]	[Funding Source Name]	Total
			Proposed	*Proposed*	*[TYPE]*	*[TYPE]*	*[TYPE]*	
Project Management Monthly Progress Meetings Project Coordination Update Project Schedule Maintain Budget	Soft Cost	July 2026 to June 2028	$ 60,000.00	$ 10,000.00				$ 70,000.00
Feasibility & Tech Memos (Concept Level): Topography, Roadway Alignment/Structural Analysis, Hydrology/Hydraulic Analysis, Roadway Access and ROW Analysis	Soft Cost	August 2026 to March 2027	$ 120,000.00					$ 120,000.00
Bridge Concepts and Alternative Analysis	Soft Cost	January 2027 to August 2027	$ 100,000.00					$ 100,000.00
Environmental Contraints Report and PEL Outline (determine environmental analysis requirements)	Soft Cost	April 2027 to September 2027	$ 85,000.00					$ 85,000.00
Billingual Engagement Summary (Workshop +3 Stakeholders Meetings)	Soft Cost	June 2027 to December 2027	$ 70,000.00					$ 70,000.00
Final Report & Implementation Plan with Cost Estimate and Long Range Total Project schedule of key milestones and potential future funding options	Soft Cost	January 2028 to June 2028	$ 65,000.00					$ 65,000.00
								$ -
								$ -
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PROJECT GRAND TOTAL			$ 500,000.00	$ 10,000.00	$ -	$ -	$ -	$ 510,000.00
Soft Cost %			*100%*					*100%*
Hard Cost %			*0%*					*0%*

24



SCALE
N.T.S

REVISIONS					REFERENCES
NUMBER	DATE	INITIALS		APP'D.	

REGISTERED PROFESSIONAL ENGINEER
WILLIAM G. ZIMMERMAN
RCE 48667
Exp 06-30-2028
CIVIL
STATE OF CALIFORNIA

W.G. Zimmerman Engineering, Inc.

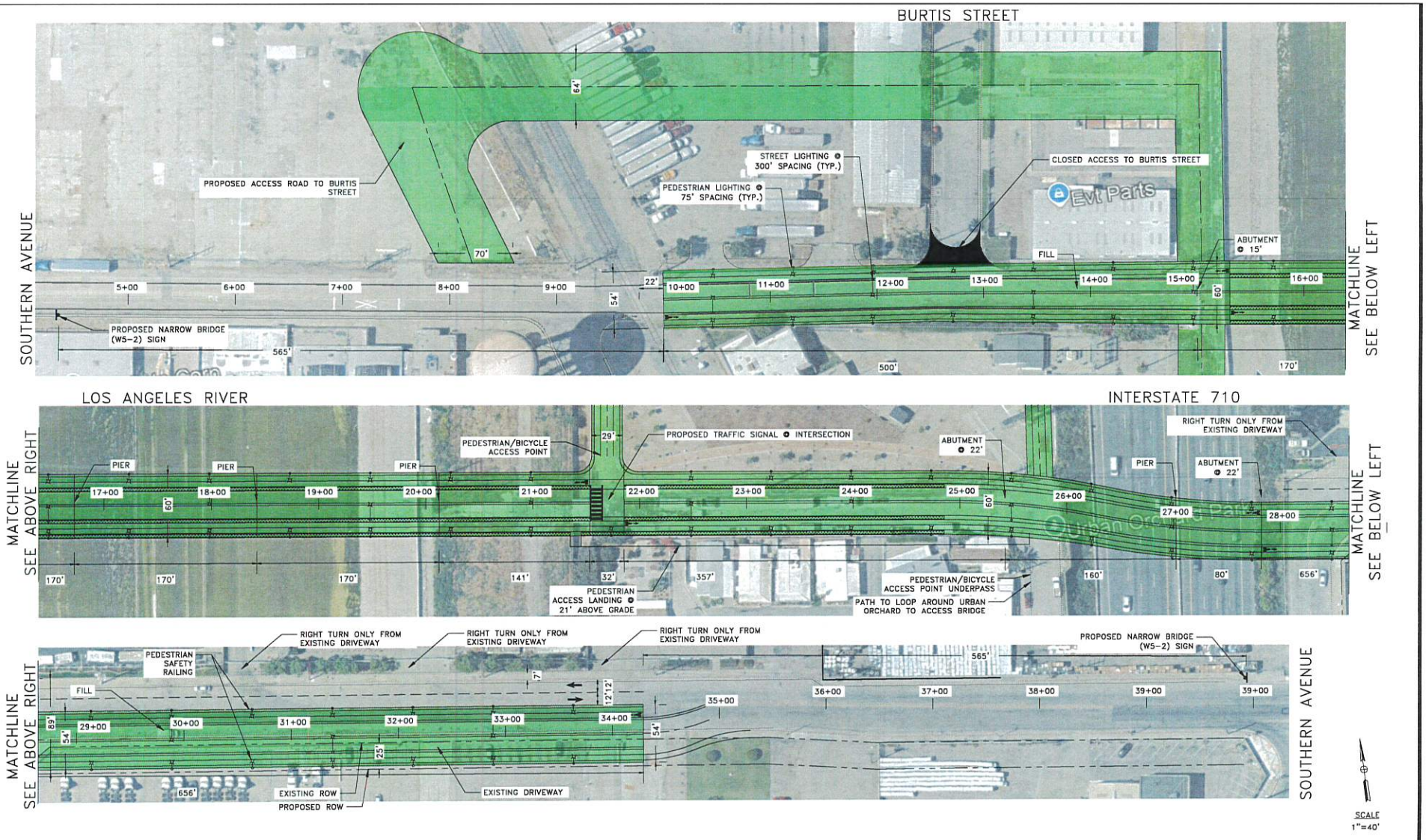
	DATE
DESIGN BY : JB/WG	
DRAWN BY : JB/WG	
CHECKED BY: BZ	
DRAWING FILE:	

Prepared by: _____ Date: 10/30/2025
City Approval:
Recommended Approval by: _____ Date: _____
Kenneth Tang, Professional Engineer, RCE 82650
Approved by: _____ Date: _____
Arturo Cervantes, Assistant City Manager/Director of Public Works, RCE 60535
Development Reference: _____

CITY OF SOUTH GATE
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

SOUTHERN AVENUE BRIDGE
CONCEPT PLAN

Project No. _____ Drawing No. _____ Sheet 1 of 5



REVISIONS					REFERENCES
NUMBER	DATE	INITIALS		APP'D.	

REGISTERED PROFESSIONAL ENGINEER WILLIAM G. ZIMMERMAN RCE 48667 Exp 06-30-2026 CIVIL STATE OF CALIFORNIA

W.G. Zimmerman Engineering, Inc.

	DATE
DESIGN BY : JB/WG	
DRAWN BY : JB/WG	
CHECKED BY: BZ	
DRAWING FILE:	

Prepared by: _____ Date: 10/30/2025

City Approval:

Recommended Approval by: _____ Date: _____
Kenneth Tang, Professional Engineer, RCE 82650

Approved by: _____ Date: _____
Arturo Cervantes, Assistant City Manager/Director of Public Works, RCE 60535

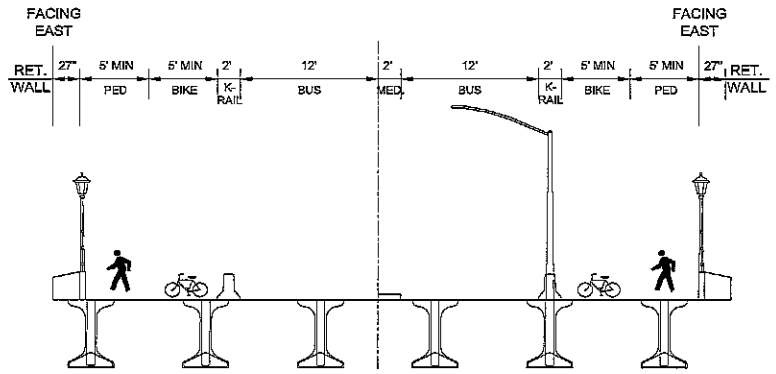
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CITY OF SOUTH GATE
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

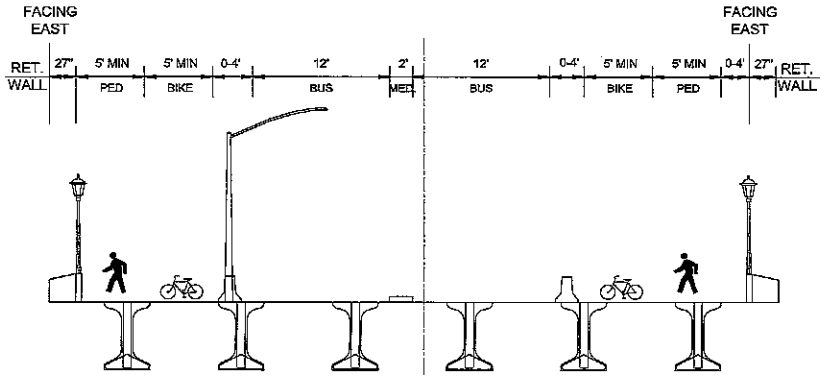
SOUTHERN AVENUE BRIDGE CONCEPT PLAN

Project No. _____ Drawing No. _____ Sheet 2 of 5

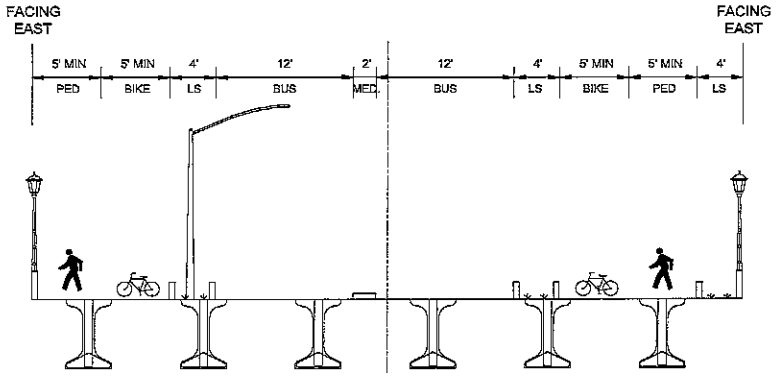
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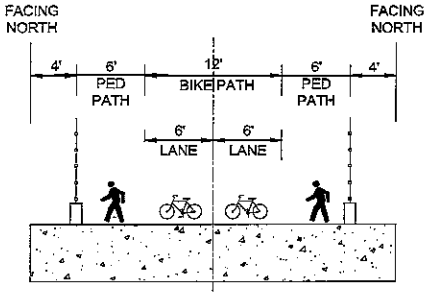
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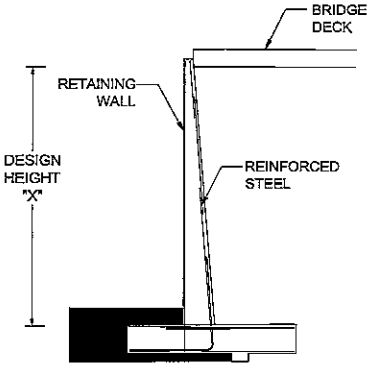
SECTION B–B
N.T.S.



SECTION C–C
N.T.S.



SECTION D–D
N.T.S.



DETAIL A
N.T.S.

CONCEPT NOTES:

1. PEDESTRIAN AND BIKE LANES ARE MINIMUM 5 FT AT MAXIMUM 2% CROSS–SLOPE.

REVISIONS				REFERENCES
NUMBER	DATE	DETAILS	APP'D.	

REGISTERED PROFESSIONAL ENGINEER WILLIAM C. ZIMMERMAN RCE 48697 Exp. 06-30-2025 CIVIL STATE OF CALIFORNIA

W.G. Zimmerman Engineering, Inc.

	DATE
DESIGN BY : JB/MO	
DRAWN BY : JB/MO	
CHECKED BY: GZ	
DRAWING FILE:	

Prepared by: _____ Date: 10/30/2024

City Approval:

Recommended Approval by: _____ Date: _____
Kenneth Tang, Professional Engineer, RCE 82800

Approved by: _____ Date: _____
Arturo Cervantes, Assistant City Manager/Director of Public Works, RCE 50825

Development Reference: _____

CITY OF SOUTH GATE
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

SOUTHERN AVENUE BRIDGE
CONCEPT PLAN

Project No. _____ Drawing No. _____ Sheet 5 of 5

27

Office of the
South Gate City Clerk

MAY 21 2026

FILED

1:13pm

Item No. 17

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Public Works**

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

SUBJECT: CAPITAL IMPROVEMENT PROGRAM AMENDMENT AND FUNDING APPROPRIATION FOR THE TWEEDY BOULEVARD /CALIFORNIA AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, PHASE II, CITY PROJECT NO. 741-TRF, HSIPL 5257

PURPOSE: To incorporate the Tweedy Boulevard/California Avenue Traffic Signal Synchronization Phase II Project to the Fiscal Year 2025/26 Capital Improvement Program, and appropriate funding for it.

RECOMMENDED ACTIONS: The City Council will consider:

(a) Amending 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) Appropriating $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).

FISCAL IMPACT: There is no impact on the General Fund. The proposed appropriation is in the amount of $100,000 in Proposition C Funds.

ANALYSIS: The City received a $958,800 Highway Safety Improvement Program (HSIP) Grant from Caltrans to fund the Tweedy Boulevard Signal Synchronization Phase II Project. The Project aims to improve pedestrian and vehicular safety and relieve traffic congestion on the boulevard. More specifically, the project will synchronize the remaining 7 traffic signals along (a) Tweedy Boulevard, between Alameda Street and Victoria Avenue, and (b) along California Avenue, between Tweedy Boulevard and City Hall. The grant monies will fund installing conduit and fiber optic cabling to physically connect the traffic signals to each other, as well as to upgrade the existing traffic signal cabinets and controllers. In light of the grant funds received, the City Council may now amend the Fiscal Year 2025/26 Capital Improvement Program to add in the Tweedy Boulevard/California Avenue Traffic Signal Synchronization Phase II.

The HSIP Grant includes a local match requirement, meaning the City must contribute a portion of the project cost in the amount of $100,000. Accordingly, City Council approval is

recommended to appropriate $100,000 in Proposition C Funds to satisfy the required local match contribution. These funds will be used to support the design phase of the project, including engineering design services, staff time, and project management.

BACKGROUND: Tweedy Boulevard is a vital arterial in the City's roadway network, serving a major commercial corridor including the Tweedy Mile district, as well as providing access to schools and surrounding residential neighborhoods. The corridor carries over 24,000 daily vehicle trips along a segment with closely spaced signalized intersections, resulting in congestion and traffic circulation challenges. As a first-phase effort towards improving conditions, a traffic signal synchronization system was installed on Tweedy Boulevard between Victoria Avenue and Atlantic Avenue. The synchronization system served to improve traffic flow, reduce vehicle delays and travel times, enhance intersection operations, and improve overall corridor efficiency and safety.

The Tweedy Boulevard/California Avenue Traffic Signal Synchronization is a proposal to expand upon the traffic signal synchronization along both Tweedy Boulevard and California Avenue. On Tweedy Boulevard, synchronization will be implemented from Alameda Avenue to Victoria Avenue, and on California Avenue, synchronization will be installed from Tweedy Boulevard to City Hall. The proposed improvements will help create a more coordinated and efficient traffic network, improving mobility and reducing congestion along two of the City's major arterial corridors.

Design is anticipated to begin June 2026, and be completed within five (5) months, allowing the project to proceed into the construction phase.

JL:ky

Office of the
South Gate City Clerk

MAY 21 2026
FILED
1:14pm

Item No. 18

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Public Works**

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

SUBJECT: APPROVE PURCHASE ORDER WITH CALIFORNIA STREET LIGHTING FOR REPAIRS TO HIGH VOLTAGE SERIES STREETLIGHT CIRCUITS NO. 24 AND NO. 27

PURPOSE: To approve a Purchase Order with California Street Lighting, for repairs to High Voltage Series Streetlight Circuits No. 24, located near Duane Avenue and Virginia Avenue, and No. 27, located near Adella Avenue.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving 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. Authorizing the City Manager to execute the Purchase Order, in a form approved by the City Attorney.

FISCAL IMPACT: There is no impact on the General Fund. The proposed Purchase Order is in the amount of $133,250, and it will be funded with $66,625 in Gas Tax Funds and $66,625 in Measure R Funds, budgeted for the Fiscal Year 2025/26.

ANALYSIS: The City's streetlight system includes aging series high voltage circuits that require specialized maintenance and repair expertise. Circuits No. 24 and No. 27 are experiencing outages affecting multiple streetlights and reducing nighttime visibility and public safety within residential areas. Prompt restoration of street lighting circuits is necessary to maintain public safety, traffic visibility, and pedestrian security.

The Public Works Electrical Division continues to address ongoing streetlight maintenance and outage repairs citywide; however, limited staffing levels combined with multiple street lighting system issues have increased the need for specialized contractor support. Due to the volume and complexity of current system repairs, staff determined that supplemental contractor services are necessary to restore lighting service in a timely and efficient manner.

California Street Lighting has extensive experience performing repairs and maintenance on municipal street lighting systems, including specialized high voltage series circuits similar to those operated by the City. The contractor currently provides comparable services for multiple public agencies and has demonstrated the technical capability, operational readiness, and staffing necessary to perform these repairs efficiently and safely.

Staff recommend utilizing California Street Lighting on a sole-source basis due to the contractor's ability to immediately mobilize qualified personnel and equipment upon issuance of the Purchase Order. Timely response is critical because prolonged streetlight outages create public safety concerns and may increase liability exposure to the City. The specialized nature of the City's remaining series lighting infrastructure further limits the availability of qualified contractors capable of performing this work.

Pursuing a formal competitive procurement process would likely delay repairs and restoration of lighting service without providing significant additional benefit to the City. California Street Lighting's familiarity with municipal streetlight systems and ability to respond immediately will minimize service interruptions, reduce operational risks, and ensure compliance with applicable electrical and safety standards.

Therefore, staff recommends approval of the Purchase Order with California Street Lighting in an amount not to exceed $133,250 for repairs to Series High Voltage Street Light Circuits No. 24 and No. 27.

BACKGROUND: The City maintains approximately 4,400 streetlights throughout the community that are powered through 72 streetlight circuits. Approximately 45 percent of the system has been upgraded to LED lighting, while the remaining portions of the system continue to operate on older high voltage series circuits utilizing incandescent lighting technology. Due to the age and configuration of the existing series system, these circuits are more susceptible to outages and require specialized repair services.

Streetlight outages may occur due to technical failures, Southern California Edison (SCE) power interruptions, vandalism, underground electrical faults, or failed lighting components. Depending on the nature of the outage, impacts may range from isolated streetlight failures to outages affecting an entire circuit and multiple streets.

The Public Works Electrical Division provides ongoing oversight, maintenance, and repair of the City's streetlight system and works to restore outages as quickly as possible. However, repairs involving high voltage series circuits can be complex and may require specialized contractors due to the technical expertise, equipment, and staffing necessary to safely diagnose and complete repairs. In addition, limited staffing resources and the increasing number of systemwide streetlight issues have created a need for supplemental contractor assistance to address outages in a timely manner. Repairing timelines may range from several days to multiple weeks depending on the extent of the damage and the complexity of the electrical issues involved.

Series High Voltage Street Light Circuits No. 24, located near Duane Avenue and Virginia Avenue, and No. 27, located near Adella Avenue, currently require specialized repairs to restore

lighting service in the affected areas. Staff evaluated available options and determined that California Street Lighting is best qualified to perform the necessary repairs in a timely and reliable manner.

ATTACHMENTS: A. Proposal – 1222
B. Proposal – 1223

OH:ky

California Street Lighting
3200 E. Guasti Road, Suite 100,
Ontario, CA 91761
+17608877775
abel@californiastreetlighting.us

Estimate

ADDRESS
Osie Harrell
City of South Gate
4244 Santa Ana St
South Gate, California 90280
United States

ESTIMATE # 1222
DATE 04/16/2026

JOB LOCATION
Dwane and Virginia South Gate

ACTIVITY	QTY	RATE	AMOUNT
Install 149' of 1 1/2" rigid conduit			
Install 3 pull boxes 17"x24"			
Install 300' of 2 #8 wires			
Install conduit from new pull to existing concrete pole			
Remove concrete cap and dispose			
Install new cement cap 30"x30"			
Traffic control (By watch manual)			
Fix asphalt if potholes where made			
2 Electricians			
1 Laborer			
Utility truck and compressor			
Repair sidewalk as needed			
Sales			58,250.00

No permits included

TOTAL **$58,250.00**

Accepted By

Accepted Date

California Street Lighting
3200 E. Guasti Road, Suite 100,
Ontario, CA 91761
+17608877775
abel@californiastreetlighting.us

Estimate

ADDRESS
Osie Harrell
City of South Gate
4244 Santa Ana St
South Gate, California 90280
United States

ESTIMATE # 1223
DATE 04/16/2026

JOB LOCATION
9520 Adella Ave South Gate

ACTIVITY	QTY	RATE	AMOUNT
Install 250' of 1 1/2" rigid conduit			
Install 3 pull boxes 17"x24"			
Install 500' of 2 #8 wires			
Install conduit from new pull to existing concrete pole			
Remove concrete cap and dispose			
Install new cement cap 30"x30"			
Traffic control (By watch manual)			
Fix asphalt if potholes where made			
2 Electricians			
1 Laborer			
Utility truck and compressor			
Sales		75,000.00	75,000.00

No permits included

TOTAL **$75,000.00**

Accepted By

Accepted Date

Office of the
South Gate City Clerk

MAY 21 2026

FILED

11:45am

Item No. 19

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Administrative Services**

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

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BMO BANK, N.A. FOR BANKING SERVICES

PURPOSE: To approve a Professional Services Agreement with BMO Bank, N.A. ("Bank") to provide banking services to the City of South Gate.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving a Professional Services Agreement 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. Authorize the Mayor to execute the Agreement in a form approved by the City Attorney

FISCAL IMPACT: Under the proposed Agreement, the City is projected to incur no out-of-pocket banking service charges and to generate approximately $91,209 per year in new interest income, for an estimated net positive annual impact of approximately $91,000 to $120,000 compared to the prior arrangement. Upon execution, the Bank will also provide a one-time Loyalty Credit of $25,000 and waive account analysis service charges for the first six (6) months, representing additional one-time savings of approximately $29,885. No new General Fund appropriation is requested, and sufficient appropriations are included in the City's adopted budget.

Estimated annual service charges are approximately $59,771 (approximately $4,981 per month), based on the City's historical transaction volumes. Unit pricing is fixed for the initial five-year term. Service charges are offset monthly through an Earnings Credit Rate (ECR) of three and five-hundredths percent (3.05%) applied to the City's average collected balances, subject to a 0.30% floor. Applied to an illustrative average collected balance of $5,000,000, the ECR generates approximately $152,500 in annual earnings credit, more than sufficient to fully offset the City's estimated annual service charges. For balances held above the level required to offset fees, the Bank provides an interest-bearing Hybrid account paying 3.00% per annum; on the same $5,000,000 illustrative balance, the remaining approximately $3,040,000 in the Hybrid account would generate approximately $7,601 per month, or $91,209 annually. The ECR and Hybrid rate are bank-managed and subject to market conditions, with thirty (30) days' prior written notice of any change. Actual balances will vary; the figures above are illustrative and not guaranteed.

EXECUTIVE SUMMARY: Following a competitive procurement process (Request for Proposals No. FIN-2026-01), staff recommends awarding a Professional Services Agreement to BMO Bank, N.A., to

serve as the City's primary depository and treasury management institution. The Agreement provides for an initial five-year term with up to five one-year renewal options, fixed unit pricing, an Earnings Credit Rate of 3.05% to offset service charges, a Hybrid account paying 3.00% on excess balances, a one-time $25,000 Loyalty Credit, and a six-month waiver of account analysis service charges. The Agreement incorporates the City's required insurance, indemnification, cybersecurity, data-residency, and audit provisions, and establishes a clear order of precedence under which the City's Agreement and Request for Proposals supersede the Bank's standard treasury and account terms.

BACKGROUND: On May 24, 2016, the City Council approved Contract No. 3218 with Bank of the West to provide banking services for an initial term of five (5) years, with up to five one-year renewal options. On February 1, 2023, Bank of the West became BMO Bank, N.A. through a formal acquisition that transferred its business deposit and cash management operations. Amendments Nos. 1 through 3 exercised the available renewal options and extended the agreement through December 31, 2025, and a subsequent six-month extension carried the agreement through June 30, 2026, to align with completion of the competitive procurement process.

The City issued Request for Proposals No. FIN-2026-01 for Banking Services on February 26, 2026, in accordance with the City's purchasing policies and California public agency procurement requirements. Proposals were received by the April 6, 2026 deadline, and evaluated by a staff review committee. Following the evaluation, BMO Bank, N.A., was determined to provide the best overall value to the City.

ANALYSIS: The Agreement consolidates the City's banking, depository, disbursement, electronic payment, fraud prevention, account reconciliation, and reporting services with a single financial institution, supporting operational efficiency and a unified earnings credit framework. Required controls include Positive Pay with Payee Validation, dual authorization, multi-factor authentication for wire and ACH origination, encryption of City data in transit and at rest, twenty-four-hour security monitoring, U.S.-based data residency, and defined incident notification timelines. The Bank is required to maintain a documented business continuity and disaster recovery program.

Service performance is supported by a dedicated relationship management team, online reporting with audit trails, monthly account analysis statements, and the retention of transaction records for 7 years. Because BMO is the incumbent institution, the City does not anticipate a full system conversion; the Agreement nonetheless preserves the City's rights to a coordinated implementation plan and orderly disentanglement support at the end of the term.

The Agreement establishes an order of precedence under which the executed Professional Services Agreement controls, followed by the City's RFP, the Bank's proposal, and the Bank's standard treasury and account terms. This structure ensures that the City's specifications, indemnification, insurance, audit, data-protection, and termination provisions take precedence over the Bank's standard-form documents.

Legal Authority and Compliance

The Agreement is structured in compliance with California Government Code Sections 53630 through 53686 governing the deposit and security of local agency funds, including collateralization of deposits at not less than 110 percent of City balances above the Federal Deposit Insurance Corporation (FDIC) coverage. BMO Bank, N.A. is a qualified public depository under Government Code Section 53649, is a member of the Federal Reserve System, and is insured by the FDIC. The Agreement is consistent with the

South Gate Municipal Code procurement provisions at Section 1.54.320 et seq. and has been reviewed by the City Attorney's Office.

Staff recommends that the City Council approve the Professional Services Agreement with BMO Bank, N.A. for Banking Services and authorize the Mayor to execute the Agreement in a form approved as to form by the City Attorney.

ATTACHMENTS: A. Banking Services Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES FOR BANKING SERVICES BETWEEN THE CITY OF SOUTH GATE AND BMO BANK, N.A.

This Agreement for Professional Services for Banking Services ("Agreement") is made and entered into on May 26, 2026, by and between the City of South Gate, a municipal corporation ("City"), and BMO Bank, N.A., a national banking association ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain a qualified financial institution to provide comprehensive banking services for the City's operating, payroll, and special-purpose accounts, including general depository, treasury management, disbursement, electronic payment, account analysis, and related services in compliance with California law governing the deposit and security of public funds; and

WHEREAS, the City issued Request for Proposals No. FIN-2026-01 for Banking Services on February 26, 2026, and conducted a competitive procurement process pursuant to which the City evaluated proposals received and selected Contractor as the proposer offering the best overall value to the City; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Contractor, and Contractor accepts such engagement, to perform banking services as set forth in the Scope of Services described in the City's Request for Proposals No. FIN-2026-01 for Banking Services, attached hereto as Exhibit "A" and incorporated herein by reference, and Contractor's proposal dated April 6, 2026, attached hereto as Exhibit "B" and incorporated herein by reference, together with all material representations, commitments, and service levels contained in Contractor's proposal submitted in response to the RFP, except where expressly modified by this Agreement. Contractor's standard terms and conditions and treasury management service agreements applicable to the services rendered hereunder are attached hereto as Exhibit "C" and incorporated herein by reference, subject to the Order of Precedence set forth in Section 1.1 below.

   1.1 **Order of Precedence.** In the event of any inconsistency, conflict, or ambiguity among the documents comprising this Agreement, the following order of precedence shall govern, with the highest priority listed first:

      (a) This executed Professional Services Agreement, including all City-approved amendments;

(b) The City of South Gate Request for Proposals No. FIN-2026-01, including all written addenda issued by City;

(c) Contractor's proposal submitted in response to the RFP, dated April 6, 2026; and

(d) Contractor's standard terms and conditions and treasury management service agreements, attached hereto as Exhibit "C" and incorporated herein by reference.

In the event of a conflict, the higher-priority document shall control. Administrative, procurement, protest, or solicitation procedures contained in the RFP shall not apply after contract execution unless expressly stated in this Agreement.

2. **COMPENSATION FOR SERVICES.** Contractor shall be compensated for services rendered pursuant to this Agreement in accordance with the per-item fee schedule set forth in Contractor's Cost Proposal attached hereto as part of Exhibit "B." All unit prices set forth in the Cost Proposal shall remain fixed for the initial five (5) year term of this Agreement. Pricing for any subsequent renewal term may be adjusted only by written mutual agreement of the Parties. Service charges shall be calculated and billed monthly through Contractor's standard account analysis process and shall be settled in arrears, either through deduction from the Earnings Credit allowance described in Section 2.2 or by direct debit, as elected by City. No additional compensation, fees, or expenses shall be charged to City unless first approved in writing by the Director of Administrative Services or his/her designee.

2.1 Estimated Annual Service Charges. Based on the City's historical transaction volumes provided in the RFP of $5 million, Contractor's estimated total monthly service charges are approximately $4,980.88 and estimated annual service charges are approximately $59,770.56. These estimates are based on the City's average monthly volumes and are not guaranteed; actual charges shall reflect actual transaction volumes at the unit prices set forth in Exhibit "B."

2.2 Earnings Credit Rate. During the term of this agreement, Contractor shall apply an Earnings Credit Rate ("ECR") of three and five-hundredths percent (3.05%) to the City's average collected balances, less any reserve and FDIC pass-through assessments as disclosed in Exhibit "B." The ECR is bank-managed and subject to market conditions; Contractor shall provide City with not less than thirty (30) days' prior written notice of any change to the ECR methodology or floor rate. The ECR floor rate as of the Effective Date is 0.30%.

2.3 Hybrid Account Interest Rate. For balances maintained in the Hybrid account structure proposed by Contractor, Contractor shall pay interest at a rate of three percent (3.00%) per annum, bank-managed and subject to market conditions. Contractor shall provide City with not less than thirty (30) days' prior written notice of any change to the rate or methodology.

2.4 Loyalty Credit and Account Analysis Waiver. In consideration of the City's continued banking relationship with Contractor, Contractor shall, upon execution of this Agreement: (a) credit the City's primary operating account in the amount of twenty-five

thousand dollars ($25,000.00) (the "Loyalty Credit"); and (b) waive all account analysis service charges for the first six (6) months of the initial term.

2.5 Payment Terms. City shall pay any invoiced amounts not offset by Earnings Credit within forty-five (45) days of receipt of a complete and undisputed monthly account analysis statement. BMO will make reasonable attempts to grant fee exceptions if fees exceed the ECR.

2.6 Audit Rights. City shall have the right, upon reasonable notice and at any time during normal business hours, to audit Contractor's records, calculations, and supporting documentation related to compensation under this Agreement, including unit pricing, transaction counts, ECR calculations, and reserve and FDIC pass-through assessments. Such records shall be maintained by Contractor for a minimum of three (3) years following final payment or contract termination, whichever is later.

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

3. TERM OF AGREEMENT. This Agreement is effective as of May 26, 2026 (the "Effective Date") and shall remain in effect for an initial term of five (5) years from the Effective Date. The City Manager is authorized to exercise up to five (5) additional one-year renewal options beyond the initial term, at the City's sole discretion. The total contract term shall not exceed ten (10) years. All unit pricing in Exhibit "B" shall remain fixed for the initial five (5) year term; pricing for any subsequent renewal year may be adjusted only by written mutual agreement of the Parties. Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.

4. CITY AGENT. The Director of Administrative Services ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Contractor understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

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

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

6. GENERAL TERMS AND CONDITIONS.

6.1 Termination for Convenience. City may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, with the option of City, become its property. If this Agreement is terminated by City as provided herein, Contractor will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

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

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

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

(c) If Contractor fails to comply with applicable law, or loses any required licensure, charter, or regulatory authority necessary to perform the Services.

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

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Contractor to provide all finished or unfinished documents, data, records, reports, files, and other materials prepared by Contractor in connection with this Agreement. Upon such termination, Contractor shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, and to authorized reimbursement expenses.

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

6.3 Non-Assignability. Contractor shall not assign or transfer any interest in this Agreement without the express prior written consent of City. A change in control or ownership of Contractor that does not affect the continued performance of the Services under this Agreement shall not constitute an assignment requiring consent, provided Contractor

gives City prompt written notice of such change.

6.4 Non-Discrimination.

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

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Contractor shall procure and maintain, at its sole cost and expense, insurance coverage meeting or exceeding the requirements set forth in Section 14 of the City's Request for Proposals No. FIN-2026-01 ("RFP"). Such insurance shall remain in full force and effect for the duration of this Agreement and any applicable extended reporting periods. Contractor shall submit certificates of insurance and required endorsements to City no less than one (1) day prior to commencement of Services and upon each policy renewal. The required insurance shall include, at a minimum, the following:

6.5.1 Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability.

6.5.2 Automobile Liability insurance with limits of not less than $1,000,000 per accident for bodily injury and property damage, covering owned, hired, and non-owned vehicles, if applicable.

6.5.3 Workers' Compensation insurance as required by California law, together with Employer's Liability insurance with limits of not less than $1,000,000. Contractor shall require all subcontractors to maintain equivalent coverage for their respective employees.

6.5.4 Bankers' Professional Liability (Errors and Omissions) insurance with limits of not less than $1,000,000 per claim and $2,000,000 aggregate, covering negligent acts, errors, or omissions arising from the performance of banking and financial services. If coverage is on a claims-made basis, it shall include an extended reporting period of at least three (3) years after termination or expiration of this Agreement.

6.5.5 Cyber Liability or Data Breach insurance with limits of not less than $5,000,000 per occurrence or $5,000,000 aggregate, covering unauthorized access, data loss, breach notification, cyber-extortion, network interruption, regulatory proceedings where insurable, and liability arising from third-party service providers.

6.5.6 Financial Institution Bond (Fidelity Bond) coverage in an amount commensurate with Contractor's standard practice for institutions of its size and activity, covering employee dishonesty, forgery or alteration, computer fraud, funds transfer fraud, and loss of customer money or securities.

6.5.7 Insurance Conditions. All required policies shall:

(a) Be issued by insurers admitted and authorized to do business in the State of California, or otherwise approved in writing by City, and rated A:VIII or better by A.M. Best;

(b) Name the City of South Gate, its elected and appointed officials, officers, employees, and agents as additional insureds where applicable;

(c) Be primary and non-contributory with respect to any insurance or self-insurance maintained by City;

(d) Include a waiver of subrogation in favor of City where permitted by law; and

(e) Provide that coverage shall not be canceled, reduced, or materially altered without at least thirty (30) days' prior written notice to City.

6.5.8 Any claims-made policies shall have retroactive dates acceptable to City and shall be maintained, or extended reporting ("tail") coverage provided, for a period of not less than three (3) years following termination or expiration of this Agreement.

6.5.9 Contractor shall provide certificates of insurance and copies of required endorsements to City prior to commencement of Services and upon renewal of any policy. Failure to maintain required insurance shall constitute a material breach of this Agreement.

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

6.7 Compliance with Applicable Law. Contractor and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County, and City governments, without regard to conflict of law principles. Contractor shall comply with all federal and state laws and regulations applicable to its banking activities, including without limitation the Bank Secrecy Act, USA PATRIOT Act, Gramm-Leach-Bliley Act, Regulations CC, D, E, P, and Z of the Federal Reserve, Nacha Operating Rules and Guidelines, and the California Government Code provisions governing the deposit and security of public funds (including Sections 53600 et seq. and 53630 et seq.).

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

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

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

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within

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

6.9 Contractor's Personnel.

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

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

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

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

6.9.5 Designated Personnel. The City's designated Relationship Manager shall be Michael Brody, Director and Senior Relationship Manager, Government Banking. The City's designated Senior Treasury Consultant shall be Prashant (Shawn) Gandhi, and the City's designated Client Services Advisor shall be Irene Pinedo. Contractor shall not reassign these designated personnel without prior written notice to and consultation with City. In the event of any reassignment, Contractor shall propose a replacement of comparable experience and qualifications, subject to City's reasonable approval.

6.10 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. This Section shall not apply to Contractor's proprietary software, online banking platforms, or treasury management systems used to deliver the Services.

6.11 Legal Construction.

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

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

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

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

6.12 Counterparts. This Agreement may be executed in counterparts and as so executed, shall constitute an agreement which shall be binding upon all Parties hereto. Electronic signatures and signatures delivered by facsimile or electronic mail (PDF) shall have the same force and effect as original signatures.

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

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

6.15 Files and Records. All files and records of Contractor pertaining to City shall remain subject to the access, audit, and retention requirements of this Agreement and applicable law. City's deposit account records, transaction histories, and account statements shall be retained by Contractor in accordance with applicable banking regulations and provided to City upon request.

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 or remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting, and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

6.21 Notices, Venues, and Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles. 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
Luis Frausto, Director of Administrative Services
8650 California Avenue
South Gate, CA 90280
Email: lfrausto@sogate.org
Tel: (323) 563-9522

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 CONTRACTOR:

BMO Bank, N.A.
Michael Brody, Director, Senior Relationship Manager
Government Banking | Institutional Markets
300 S. Grand Avenue, Suite 1200
Los Angeles, CA 90071
Tel: (562) 347-8661
Email: michael.brody@bmo.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. Contractor warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

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

7. COLLATERALIZATION OF PUBLIC FUNDS. Contractor shall secure all City deposits in excess of FDIC insurance limits in accordance with California Government Code Sections 53651, 53652, and 53653, including the maintenance of eligible securities at the rates required by law (110% of deposits secured by Section 53651(a)–(j) instruments, or 150% for first trust deeds). Contractor shall serve as a depository qualified to receive deposits of public funds under California law and shall maintain records of pledged collateral as required by Section 53656. Upon request, Contractor shall provide City with a current list of pledged collateral securing City deposits. Any FDIC pass-through assessment shall be charged in accordance with the schedule disclosed in Exhibit "B."

8. ACH AND PAYROLL TAX SERVICES. Contractor shall ensure full compliance with all applicable Nacha Operating Rules and Guidelines throughout the term of this Agreement, including forthcoming fraud monitoring and standardized Company Entry Description requirements. Contractor shall notify City of any future Nacha rule changes that may impact

City-originated or received ACH transactions and shall assist with timely implementation. Contractor shall provide EFTPS and California state payroll tax origination via portal and file transmission, publish processing deadlines, monitor for rejects and Notifications of Change with same-day notification to City, and indemnify City for any penalties caused by bank error in connection with these services.

9. CONFIDENTIALITY AND PUBLIC RECORDS. City agrees to maintain the confidentiality of Contractor's proprietary and confidential business information to the extent permitted by law. Contractor agrees to maintain the confidentiality of all City financial information, account data, and customer information in accordance with the Gramm-Leach-Bliley Act, Regulation P, and all other applicable privacy laws and regulations. City is a public agency subject to the California Public Records Act (Government Code Section 7920.000 et seq.) and other legal requirements mandating disclosure of public records. Contractor acknowledges and agrees that: (a) documents and information provided to or generated by City in connection with this Agreement may be subject to disclosure under the Public Records Act or in response to subpoenas, court orders, or other legal process; (b) City shall not be liable to Contractor for any disclosure made in good faith pursuant to the Public Records Act or legal compulsion; and (c) if City receives a request for documents that Contractor has identified as confidential or proprietary, City shall, to the extent practicable and permitted by law, provide Contractor with reasonable notice prior to disclosure to allow Contractor the opportunity to seek a protective order or other appropriate remedy. The final determination as to disclosure shall rest solely with City.

10. CYBERSECURITY AND DATA PROTECTION. Contractor shall maintain administrative, technical, and physical safeguards that meet or exceed industry standards and applicable banking regulations, including but not limited to controls equivalent to those examined under FFIEC IT Examination Handbook guidance, SOC 1 and SOC 2 reporting frameworks, and U.S.-based data residency for City data.

Contractor shall notify City in writing of any actual or suspected cybersecurity incident involving City data within twenty-four (24) hours of discovery, and within two (2) hours if personally identifiable information is involved. Contractor shall cooperate fully with City in the investigation, mitigation, remediation, and required notifications, subject to applicable confidentiality and regulatory restrictions.

Contractor shall maintain and test business continuity and disaster recovery plans at least annually and shall provide summaries of testing results upon request, subject to applicable confidentiality and regulatory restrictions.

11. TRANSITION COOPERATION. Upon expiration or termination of this Agreement for any reason, Contractor shall fully cooperate with City and any successor financial institution to ensure an orderly transition of banking services. Such cooperation shall include, without limitation, the timely transfer of account information and historical data; coordination of deposit, disbursement, and ACH cutover dates; provision of voided checks, account closure documentation, and final account statements; and reasonable assistance with vendor and customer notifications. This Section shall survive termination or expiration of this Agreement for a period of not less than one hundred eighty (180) days.

12. USE OF CITY NAME AND MARKETING. Notwithstanding any provision of Exhibit "C" or any other Contractor agreement to the contrary, Contractor shall not use the City's name, logo, seal, or any other identifying marks in any sales, marketing, advertising, or promotional materials, client lists, references, case studies, or press releases without the prior express written consent of the City. Any request for such consent shall be submitted to the Director of Administrative Services and shall include the specific proposed use and context. This restriction shall survive termination or expiration of this Agreement.

13. CONFLICT OF INTEREST CERTIFICATION (Gov. Code §§ 1090 and 87100). Contractor certifies that it is aware of and shall comply with the requirements of California Government Code sections 1090 and 87100 et seq. Contractor certifies that no officer, employee, or agent of the City has a financial interest, direct or indirect, in this Agreement or in the compensation to be paid hereunder. Contractor further certifies that it has not knowingly provided, and will not knowingly provide, any gift, honorarium, or economic benefit to any City official, employee, or agent that would violate state or local conflict-of-interest laws. Contractor shall immediately notify City in writing if any actual or potential conflict of interest arises during the term of this Agreement.

14. NO CONTINGENT FEE LOBBYING CERTIFICATION. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 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 Contractor 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.

16. PROPOSAL COMMITMENTS. All material representations, staffing commitments, service descriptions, reporting features, and performance obligations contained in Contractor's proposal dated April 6, 2026, including but not limited to the five-year fixed pricing commitment, ECR of 3.05%, Hybrid account interest rate of 3.00%, $25,000 Loyalty Credit, and six-month account analysis fee waiver, are deemed contractual obligations and enforceable under this Agreement unless expressly superseded by the terms of this Agreement.

17. EFFECTIVE DATE. The effective date of this Agreement is May 26, 2026, and will remain in effect for an initial term of five (5) years from said date, with up to five (5) one-year renewals at the City's sole discretion, 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, City Manager

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raul F. Salinas, City Attorney

BMO BANK, N.A.:

By: _____
Michael Brody, Director, Senior Relationship Manager

Dated: _____

EXHIBIT "A"

(Scope of Services)

[The City of South Gate Request for Proposals No. FIN-2026-01 for Banking Services, dated February 26, 2026, including all written addenda, is attached and incorporated herein by reference.]

EXHIBIT "B"

(Contractor's Proposal)

[BMO Bank, N.A. proposal in response to RFP No. FIN-2026-01, dated April 6, 2026, including the Cost Proposal Fee Schedule, is attached and incorporated herein by reference.]

EXHIBIT "C"

(Contractor's Standard Terms and Treasury Management Service Agreements)

[BMO Bank, N.A. standard terms and conditions, deposit account agreements, and treasury management service agreements applicable to the Services, subject to the Order of Precedence set forth in Section 1.1.]

Request for Proposals

For

Banking Services

RFP No. FIN-2026-01

Prepared by:
The City of South Gate
Administrative Services Department
Luis Frausto, Director of Administrative Services

Posted: February 26, 2026
Due: April 6, 2026

City of South Gate
8650 California Avenue
South Gate, CA 90280

22593

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1. Overview

1.1 Purpose

The City of South Gate (City) invites qualified financial institutions to submit proposals to provide secure, efficient, and innovative banking and related services in accordance with this RFP. The City seeks to establish a five-year agreement with up to five optional one-year extensions, subject to satisfactory performance and City Council approval. The selected institution will safeguard public funds, enhance liquidity management, and support operational efficiency in compliance with State and Federal law.

1.2 Background

The City of South Gate was incorporated on January 20, 1923 under the general laws of the State of California. South Gate encompasses 7.49 square miles and is located in the heart of the Los Angeles Metropolitan area approximately 10 miles south of downtown Los Angeles. Services provided by the City include administration, public works, planning and building, police, and parks and recreation. As of 2025, the City's population is approximately 96,547. The population of this working class city is predominately Latino and overwhelmingly young with nearly one-third of the population under the age of 18 years.

Centrally located, South Gate is an ideal location for commerce with downtown Los Angeles, Los Angeles International Airport, and the Ports of Los Angeles and Long Beach all within a 15-mile radius. The City has a diverse mix of residential, commercial and industrial areas.

The City has a council-manager form of government. Policy-making and legislative authority are vested in the governing City Council, which consists of five Council Members, including the Mayor and Mayor Pro-Tem. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the City's departments. The City Council is elected on a non-partisan, at-large basis. Council Members are elected to four-year staggered terms with two or three Council Members elected every two years.

The City of South Gate currently maintains a primary commercial banking relationship with one depository institution. It is the City's preference to maintain all commercial banking services with one financial institution to maximize cash flow and minimize administrative costs. The City encourages financial institutions to submit the most comprehensive proposal possible offering the highest quality of service while providing opportunities for improving the current management of cash flow. The City is also interested in various technological advances that could improve banking, cash management, and customer service capabilities.

1.3 Objectives

- Secure a financially sound, service-oriented public depository.
- Consolidate banking relationships while maintaining strong internal controls.
- Improve cash management and electronic service capabilities.
- Ensure full compliance with all laws governing public deposits.

- Establish transparent, itemized pricing for each service.
    - Proposers may note 'Not Applicable' or provide estimated pass-through pricing where services are City-contracted (e.g., armored car).

2. Proposal Schedule

Milestone	Date
RFP Release	Thursday, February 26, 2026
Written Questions Due	Wednesday, March 11, 2026
City Responses Posted	Wednesday, March 18, 2026
Proposals Due	**Monday, April 6, 2026 – 5:00 PM (PST)**
Interviews (if held)	To Be Determined
City Council Award *(tentative)*	Tuesday, May 13, 2026.
Implementation / Conversion	Within sixty (60) days of contract award.

The City reserves the right to modify this schedule, including extending deadlines or adjusting milestone dates, as it deems necessary in the best interest of the City. Any changes will be communicated to proposers via email or through written addenda.

2.1 Written Questions and Clarifications

Proposers may submit written questions or requests for clarification regarding this RFP to the City's designated contact by the date specified in the RFP Schedule. All questions shall be submitted via email with the subject line "Banking Services RFP – Question."

The City will compile and post written responses to all material questions on its procurement webpage or designated portal. Responses shall be considered official addenda to this RFP.

2.2 Pre-Proposal Meetings (Optional)

At the City's discretion, a pre-proposal meeting may be scheduled to address process or operational questions. Attendance is optional and not a prerequisite for proposal submission.

Proposers wishing to request a conference call must submit their request in writing no later than five (5) business days before the submission deadline.

All information shared during such meetings will be documented and distributed to all proposers through an official addendum to ensure equal access to information.

3. Proposal Process

3.1 Deadline

All proposals must be delivered to the City no later than 5:00 p.m. on Monday, April 6, 2026. Late submissions or proposals delivered via fax will not be accepted.

The City of South Gate reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City.

3.2 Questions

Questions about this Request for Proposal should be e-mailed to Rick Pyles, Accounting Manager, at rpyles@sogate.org. The title on the subject line should read "RFP for Banking Services." City staff will send e-mail responses as well as post them on the City's website.

3.3 Execution of Agreement

The successful Proposer will be required to execute a Professional Services Agreement with the City of South Gate. The form of agreement will be provided to the selected proposer following City Council award. The selected proposer shall comply with all requirements of said Agreement, including the terms and conditions set forth in Section 14 of this RFP.

3.4 Proposal Submission:

Please note that a Cost Proposal (Fee Schedule) needs to be included in the submission. Each service component is priced separately (per-item pricing); earnings credit rate methodology and current rate, minimum balance requirements, and early termination fees should be outlined.

Submit Paper Proposals To:	Yodit Glaze, City Clerk City of South Gate 8650 California Avenue South Gate, CA 90280 yglaze@sogate.org

AND

Submit Electronic Copy To:	Rick Pyles, Accounting Manager City of South Gate 8650 California Avenue South Gate, CA 90280 rpyles@sogate.org
Format:	Please mail three (3) printed copies, including one (1) signed original to City Clerk, and submit one (1) electronic (PDF) copy via e-mail to the Accounting Manager by 5:00 p.m., Monday, April 6, 2026.

All financial institutions are encouraged to be creative and innovative in responding to this RFP. Discuss any creative pricing or payment options the bank can provide. Describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to the City. Late proposals will not be accepted; the City's time clock will govern receipt.

Proposal Format: A proposing financial institution must follow the instructions for preparing the proposal in the prescribed format. Please answer the questions in each section. Do not include any extraneous or marketing information.

No Proposal: If a proposer cannot meet a service requirement or section of the proposal, then "No Proposal" should be indicated. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly and provide name of third party company(ies).

4. Minimum Qualifications

1. State or National bank located in California per Gov. Code §53635.2.
2. Member of the Federal Reserve System and insured by the FDIC.
3. Qualified public depository per Gov. Code §53649 and compliant with requirements of §53651 and §53652.
4. Designated relationship manager with authority for local decision-making.
5. Proven experience serving public-sector clients of comparable size and complexity.

Preference will be given to proposers with a full-service branch within the City, or within five (5) miles of the City; however, proposers without such a branch must demonstrate how equivalent in-person service levels will be maintained (e.g., through armored transport, courier service, or designated relationship officers on site).

5. Scope of Services / Requirement Specifications

5.1 Core Banking Services

A. The Contractor must establish all required operating bank accounts to meet the banking needs of the City and maintain accurate records of activity in those accounts.
B. The Contractor must fulfill orders for currency and coin through the City's armored car courier.
C. Contractor shall give same-day credit when deposits are made before the published cutoff and meet Fed clearing eligibility; otherwise, next-day credit applies.
D. Contractor shall provide immediate credit for cash deposits.
E. Contractor shall deposit both pre-encoded and un-encoded checks.

F. Contractor shall provide advice, details, and research for any deposit adjustments within 24 hours, not counting weekends and official City holidays.
G. A copy of the affected deposit slip shall accompany the contractor's adjustment for deposit errors.
H. Contractor shall re-clear all returned items at least once, with special Returned Item reporting.
I. Earnings Credit Rate (ECR) is credited monthly by the Contractor based upon the average collected balance. Contractor shall specify the basis for the proposed rate and the method to be used in calculating the rate.
    - The City's current ECR is 0.80 % (as of Oct 2024). Proposers shall state index (e.g., Fed Funds Effective Rate less x bps) used to determine proposed ECR.
J. Provide daily balance and transaction reporting by 7:00 a.m. PST.
K. Offer sweep or overnight investment options consistent with the City's Investment Policy.
L. Support Positive Pay with Payee Validation, check imaging, and stop-payment functionality.
M. Provide online portal access for account management, reporting, and file transmission.

5.2 Remote Deposit Capture and Image Cash Letter (ICL) Processing

The Contractor shall provide Remote Deposit Capture (RDC) services enabling the City to scan and transmit check deposits electronically from authorized City facilities. The system shall ensure secure encryption and transmission of check images and MICR data to the financial institution, provide same-day confirmation of successful deposit transmission, and allow same-day or next-day credit posting in accordance with the Contractor's published daily cutoff schedule. The City may request multiple scanners, mobile deposit devices, or user licenses to accommodate distributed deposit locations.

The Contractor shall process all electronic deposits through Image Cash Letter (ICL) exchange consistent with Federal Reserve Bank standards (ANSI X9.37 format). RDC deposits shall be aggregated into ICL files for clearing and settlement through the Federal Reserve or other recognized clearing networks. The Contractor shall describe in its proposal the ICL workflow, clearing partners, and cutoff times for same-day posting.

Minimum service requirements include:

A. Process deposits originating from remote City locations through local branches, cash vaults, or designated remote deposit channels.
B. Provide secure, online access to deposited item images and transaction status.
C. Provide online tools for deposit reconciliation, including access to check images, batch totals, and credit posting dates.
D. Provide City Finance staff with role-based access to deposit reports and images by location or department.
E. Ensure all RDC deposits are incorporated into ICL files for overnight clearing and settlement.

F. Maintain full compliance with the Check 21 Act, Regulation CC, and Federal Reserve ICL standards.
G. List all applicable transaction, per-item, and equipment-related fees for RDC and ICL processing separately in the Pricing Schedule.
H. Certify scanners meet FIPS 140-2 encryption standards for public-sector data.

5.3 Cash Vault & Coin Services

A. Contractor shall count, verify, and deposit coins and currency. The City rarely makes branch deposits; most currency and coin deposits are delivered via armored courier.
B. Contractor shall verify the deposit amount against the deposit slips that accompanied the bagged coins and currency.
C. Contractor must post and report each deposit processed and identify the deposit location in the transaction reference data field as part of daily information reporting.
D. Accept deposits of coin and currency through designated local branch or vault locations.
E. Provide same-day credit for deposits made before the bank's cutoff time.
F. Supply coin and currency upon request via a secured online portal; maintain dual-control protocols.
G. Establish multiple delivery and deposit pick up locations as designated by the City.
H. Fulfill orders for currency and coin through armored car service provider.
I. Contractor shall provide a list of Cash Vault Operation Center locations.
J. Cash Vault Operations Center must be conveniently located within a reasonable distance of the City.

5.4 Local Agency Investment Fund (LAIF)

The City maintains accounts at Local Agency Investment Fund (LAIF), an investment alternative for California's local governments offered by the State Treasurer's Office. The City deposits and redeems funds from the accounts. Required services:

A. Contractor shall be an approved State of California depository.
B. Contractor shall be familiar with the LAIF investment program.
C. Contractor shall have established capabilities to process automatic deposits at LAIF as instructed by the City.
D. Disclose per-transfer fees (to/from LAIF), same-day and next-day cutoff times, and confirm direct DDA connectivity with the State Treasurer/Controller (or equivalent pathway).

5.5 Disbursement Services

The Contractor shall provide comprehensive disbursement services that support efficient, secure, and fully automated payment processing for City operations. Services shall include controlled disbursement, Positive Pay with Payee Validation, electronic disbursements (ACH, wire, and EFT), and online reporting and integration capabilities.

All systems must support role-based security, configurable authorization thresholds, and robust audit trails.

Minimum Service Requirements

A. Controlled Disbursement: Provide controlled disbursement services with first and second presentments available by 7:00 a.m. Pacific Time each business day. Support zero-balance and payroll accounts as needed to optimize daily liquidity and reconcilement.

B. Positive Pay and Payee Validation: Provide Positive Pay with Payee Validation to prevent fraudulent check clearing. The City shall transmit check-issue files electronically. The Contractor shall make all exception items available online for review and decision prior to final posting and maintain an electronic archive of exception decisions for at least 12 months. The City's ERP currently supports export of payee name for Positive Pay with Payee Validation.

C. Stop-Payment Management: Provide online stop-payment functionality that allows immediate cancellation upon entry. Canceled or stopped items must remain flagged as canceled for a minimum of six (6) months from the issuance date to prevent redeposit or reprocessing. The system shall generate confirmation receipts and maintain a searchable log of all stop-payment activity.

D. Cleared Check and Image Access: Provide monthly electronic transmission of all cleared checks (front and back images) and real-time online access to check images and related information for reconciliation and audit purposes. Images shall remain available online for at least 90 days after clearing and retrievable on demand for seven (7) years.

E. Electronic Disbursements (ACH, Wire, and EFT): Facilitate secure electronic disbursements, including EFT, wire, and ACH transactions.

- Provide dual-authorization functionality for ACH and wire transfers, with configurable approval thresholds based on user role, dollar amount, and transaction type.
- Support multi-factor authentication (MFA) and enforce separation-of-duties between initiators and approvers.
- Maintain clear published cutoff times for same-day and next-day ACH and wire transactions. At a minimum, same-day ACH requests submitted by 12:00 p.m. PT and domestic wire transfers submitted by 1:00 p.m. PT shall be processed the same business day, unless otherwise agreed.
- Provide ACH debit-block and filter capabilities and support vendor payments using NACHA-compliant file formats.

F. Reporting and Integration: Provide online reporting tools for all disbursement activities, exception items, and reconciliation history, with export formats compatible with

the City's financial and payroll systems (CSV, Excel, and BAI2). Reports shall include user identifiers, approval timestamps, and audit logs documenting each transaction's lifecycle.

5.6 Payroll Direct Deposit

The City runs payroll on a biweekly basis. Approximately 95% of payroll is disbursed via direct deposit. The remaining 5% of payroll disbursement is issued via checks and payroll cards each payroll cycle.

Required services:

A. Payroll direct deposit file transmission via SFTP (Secure File Transfer Protocol).
B. ACH pre-note capability.
C. Bank confirmation/acknowledgment via email or online reporting upon receipt of file transmission, detailing the bank account, settlement date, item counts, and total dollars.
D. Provide ACH Return and Notification Report for any ACH reject or incorrect bank information used, via email or online reporting.
E. Contractor shall provide free payroll check cashing service at no charge to City employees.
F. Provide EFTPS and State payroll tax origination via portal and file transmission; publish deadlines; monitor for rejects/NOCs with same-day notification; and indemnify the City for penalties caused by bank error.

5.7 Electronic Funds Transfer (EFT) and Payment Services

The City processes daily electronic payments through the Automated Clearing House (ACH) network and wire transfer system, including vendor disbursements, payroll direct deposits, and recurring payments. The City also processes a limited number of international and foreign currency wire transfers.

Minimum service requirements include:

A. ACH Processing: Provide ACH credit and debit origination capabilities through secure electronic transmission using NACHA-compliant file formats and/or the Contractor's online banking portal.
B. Same-Day ACH: Provide same-day ACH functionality for eligible transactions, in accordance with NACHA rules, with clear cutoff times for same-day settlement.
C. Wire Transfer Services: Provide a secure, web-based platform to initiate wire transfers (domestic and international) with dual authorization controls and multi-factor authentication (MFA). Support authorized wire drawdowns where applicable.
D. Incoming Electronic Transfers: Offer Universal Payment Identification Codes (UPICs) or equivalent secure EFT identifiers to protect the City's bank account information while receiving ACH payments.
E. Fraud Prevention Controls: Provide ACH debit blocking and filtering tools that allow the City to specify authorized originators and automatically reject unauthorized debit attempts.

F. Intra-Bank Transfers: Provide a secure method for real-time intra-bank transfers between City accounts with confirmation and audit trail.
G. Audit and Reporting: Provide online access to ACH and wire activity reports, confirmations, and audit logs, exportable in formats compatible with the City's ERP or financial system.
H. The Contractor shall ensure full compliance with all applicable Nacha Operating Rules and Guidelines throughout the term of the contract, including forthcoming fraud monitoring and standardized Company Entry Description requirements. The Contractor shall notify the City of any future Nacha rule changes that may impact City-originated or received ACH transactions and assist with timely implementation.

5.8 Bank Balances

During the past 12 months, the City maintained an average daily collected balance of approximately $25 million. Balances resulting in net earnings credit are applied to offset bank service fees and bank supplies.

Required services:

A. Contractor shall provide earnings credit based on the consolidated bank balance of all the City's bank accounts.
B. Bank balances resulting in net earnings credit shall be applied to offset bank service fees and bank supplies.

5.9 Check Image Retention and Retrieval

The Contractor shall maintain electronic images of all cleared checks (front and back) for a minimum of seven (7) years. Canceled or paid check images shall be accessible to the City online for at least 90 days after clearing and retrievable on demand thereafter. The Contractor shall provide images or photocopies of checks within one (1) business day of the City's request, at no additional cost.

5.10 Return Item Processing

The Contractor shall automatically re-present any returned deposited items (e.g., NSF checks) for payment a second time prior to final return. If an item is returned a second time, the Contractor shall debit the City's account for the item amount and provide written or electronic notification, including a copy of the returned check, to designated City Finance staff no later than the same business day the debit occurs.

5.11 Daily Overdraft (DOD) Facility

The Contractor shall provide the City with a Daylight Overdraft Facility to accommodate temporary intraday overdrafts that may occur due to timing differences between deposits and disbursements. The facility shall include an appropriate intraday credit limit sufficient to meet the City's operational needs. No fees or interest shall be assessed for daylight overdrafts that are fully cleared by the end of the business day.

Include shortfall alerts at defined thresholds; same-day phone/email escalation; and hourly updates as reasonably practicable until resolved. The City does not currently

utilize a formal daylight overdraft line; proposer should indicate recommended limit and related controls.

5.12 Account Statements and Analysis

The Contractor shall provide detailed account statements, account analysis statements, and annual summary statements to support reconciliation, audit, and performance evaluation. All statements shall be available electronically and in formats compatible with the City's financial system.

Minimum service requirements include:

A. Monthly Account Statements
Provide monthly bank statements for all City accounts within three (3) business days after the end of each calendar month. Statements shall include all deposits, checks, electronic transactions, and adjustments, with:

   a. Deposits listed chronologically by posting date;

   b. Checks listed in numerical order; and

   c. Miscellaneous debits and credits listed separately in date order. Statements shall be accessible electronically in PDF and CSV formats.

B. Monthly Account Analysis Statements
Provide a monthly account analysis for all City accounts (except zero-balance accounts) within ten (10) business days following month-end. The analysis shall include:

   d. Detailed breakdown of service volumes and charges by type;

   e. Earnings Credit Rate (ECR) applied; and

   f. Computation of net or offset balances.
   The City reserves the right to verify all charges and reconcile the analysis against contractual pricing schedules.

C. Annual Account Summary
Provide an annual summary statement within five (5) business days after the close of the City's fiscal year (June 30). The summary shall include:

   g. Monthly comparative data by major service category;

   h. Annual totals for transactions processed and collected; and

   i. Average ledger and collected balances by month.
   All data must reflect actual volumes and costs and be provided in a format that can be imported into the City's financial system for trend analysis.

5.13 Account Reconciliation

The Contractor shall provide timely account reconciliation services and reporting to support the City's monthly closing and audit requirements. The City performs full and partial reconciliation for all active accounts and closes each accounting month by the fifth business day of the following month. All reconciliation reports, statements, and electronic files must be made available promptly to meet this schedule.

Minimum service requirements include:

A. Timely Delivery: Provide all end-of-month account reconciliation reports, paid item files, and bank statements no later than the third (3rd) business day following month end.
B. Electronic Data Files: Provide daily electronic paid-item files compatible with the City's ERP or other financial system. Files shall include check numbers, issue dates, amounts, and posting dates, and be available via secure transmission or portal download.
C. Reconciliation Reporting: Provide both full and partial reconciliation reports summarizing all checks issued, paid, outstanding, voided, or canceled. Reports shall be available online and transmitted to the City no later than the second business day after the close of each reconciliation period.
D. Detailed Reports: Provide the following reports for each accounting period:
    1. Issue Recap Report – List of all issued checks by check number, issue date, and amount, including subtotals per page and a grand total.
    2. Checks Paid Report – List of all paid checks, clearly identifying unregistered, stop-payment, and voided items.

D. Outstanding Check Register: List of all unpaid checks as of month end, including check number, issue date, and amount.

E. Stale-Dated Check Report: Identify all checks aged more than 180 days from issuance, including check number, date, payee, and amount.

F. Stop Payment and Cancellation Report: Identify all checks subject to stop payment or cancellation, including issuance and stop dates, check number, payee, and amount.

G. Miscellaneous Advice Report: Summarize all one-time debit and credit memos (advices) for the period, including transaction type, amount, and description.

E. Integration and Access: Ensure all reconciliation reports and files are accessible via the Contractor's secure online portal and downloadable in standard formats (BAI2, CSV, Excel, or PDF).

5.14 Information Reporting

The Contractor shall provide comprehensive online information reporting and account management services to support the City's daily cash management, reconciliation, and internal control processes. The system shall provide real-time and prior-day information

for all City accounts and users, and be accessible through a secure, web-based portal with multi-factor authentication and role-based permissions.

Minimum service requirements include:

A. Comprehensive Account Reporting: Provide online access to detailed account information, including prior-day ledger and available balances, current-day activity, posted credits and debits, wire transfers, ACH transactions and returns, deposits, and controlled disbursement activity.
B. Secure Online Portal: Provide an online information reporting platform accessible through standard web browsers (e.g., Microsoft Edge, Google Chrome) with multi-factor authentication and distinct user permission levels for City-authorized users.
C. Data Export and Integration: Provide daily download capability for Demand Deposit Account (DDA) balances and activity in multiple formats, including ASCII text, BAI v2 (or newer), CSV, Excel, PDF, and HTML, compatible with the City's ERP system.
D. Dashboard and Alerts: Provide a configurable dashboard that displays real-time alerts and notifications for key banking events, including but not limited to:
    i. Transactions or wires pending approval
    ii. Positive Pay exceptions requiring review
    iii. Availability of new bank statements or reports
    iv. Detection of unauthorized or suspicious transactions (ACH, wire, or portal access)
    v. Failed or returned transactions
    vi. Password resets or lockouts
E. File Transmission and Confirmation: Provide automatic confirmation of all files transmitted to or from the City, including ACH and Positive Pay files. File acknowledgments and return notifications (e.g., ACH Return and Notification of Change (NOC) reports) shall be delivered electronically and securely to designated City contacts.
F. Training and Support: Provide initial and ongoing training, user documentation, and online help resources to ensure City staff can effectively use all features of the online reporting system.
G. Comprehensive Coverage: Ensure the online reporting system includes visibility into all banking services the City utilizes, including deposits, disbursements, investments, and fraud protection tools.
H. Allow for multi-user audit trail download.
I. Retain all data for a minimum of seven years.

5.15 Cash Analytical Tool

The City prefers the use of cash analytical/forecast tool provided by Contractor, if available, as part of its cash management service where daily and historical bank transactions can be directly populated and exported in order to prepare for daily cash forecast expediently, as well as project revenue and funding needs.

Required services:

A. At a minimum, the Contractor shall have a password-protected secure online system that provides the following: Daily detailed report of ledger, collected, and available balances in aggregate for all linked accounts and for individual accounts.
B. Daily interaction reporting both current/intraday and prior day reporting at the account level which will provide details by transaction type.
C. Account details for a minimum of eighteen months; two years is preferable.
D. Ability to customize reporting based on BAI codes and/or filtering of transactions
E. Ability to schedule and/or transmit reports (e.g., daily, weekly, monthly, etc.)
F. An automated cash-flow reporting tool that will analyze historical data and will render models at the account level.

5.16 Collateralization & Earnings

A. Maintain collateral with market value not less than 110 % of City deposits beyond FDIC coverage.
B. Provide monthly collateral reports identifying CUSIPs, par, and market values.
C. Specify the Earnings Credit Rate (ECR) methodology and index basis.
D. Substitution of collateral must be pre-approved in writing by the City.

5.17 Implementation and Transition Plan

The Contractor shall provide a comprehensive, coordinated, and timely implementation and transition plan to ensure uninterrupted City operations during the conversion of banking services. The plan shall be developed in collaboration with the City's Administrative Services Department and approved prior to commencement.

A. Project Management and Staffing

1. Assign a dedicated Project Manager experienced in public-sector banking conversions as the City's primary point of contact.

2. Develop a detailed project schedule identifying key tasks, milestones, deliverables, dependencies, and responsible parties.

3. Provide sufficient qualified staff and subject-matter experts to support all phases of conversion, including information technology, treasury, accounting, merchant, and payment systems.

B. Implementation Planning, Coordination, and Testing

The Contractor shall provide a coordinated implementation plan that ensures a smooth, efficient, and fully tested transition of banking services to the new depository relationship.

1. Implementation Plan: Submit a written Implementation and Conversion Plan detailing all transition activities, key milestones, responsible parties, required City

resources, and system interfaces (e.g., ERP, payment processors, lockbox, merchant, and ACH platforms).

2. Coordination with City and Incumbent Bank: Work collaboratively with the City and the incumbent financial institution (currently BMO Bank, N.A.) to migrate accounts, data, and automated transactions. The Contractor shall participate in joint planning meetings with City Finance and Information Technology staff and shall provide regular progress updates summarizing completed milestones, outstanding issues, and upcoming activities.

3. Implementation Schedule: Provide a phased implementation schedule that minimizes disruption to City operations and allows department-by-department cutover where feasible. Include specific timelines for third-party integrations.

4. Testing and Validation: Conduct comprehensive system and data validation testing before go-live, including but not limited to ACH and wire transmissions, Positive Pay, Remote Deposit Capture (RDC/ICL), and account-reconciliation file transfers. Testing shall confirm that all integrations function as intended and that internal controls are preserved.

5. Parallel Processing: If requested by the City, support a 30- to 60-day parallel processing period to verify that deposits, disbursements, and reporting interfaces function accurately under real operating conditions.

6. Documentation and Issue Resolution: Maintain an issue log and an action-item tracker during the implementation and testing phases and make this documentation available to the City upon request. Detailed testing logs, confirmation reports, and corrective-action documentation shall be provided upon the City's request or during active testing phases to confirm the successful completion of required validations.

C. Training and Documentation

1. Provide comprehensive training for all City departments involved in banking operations—both on-site and remote—before system go-live.

2. Deliver user manuals, quick-reference guides, and procedural documentation describing system functions, roles, and responsibilities.

3. Include estimated training duration, staff effort, and required City resources in the implementation plan.

D. Transition Timeline and Continuity

1. The City's existing banking agreement remains in effect through **June 2026**. The awarded Contractor shall maintain full readiness to assume operations no later than 90 days after contract execution, unless otherwise agreed in writing.

2. The City anticipates a 30–60-day overlap period; proposers should include any associated costs or resource assumptions in their implementation plan.

3. All historical data, ACH templates, wire authorizations, Positive Pay issue files, and merchant or lockbox configurations shall be securely migrated or re-established. Written confirmation of completion shall be provided prior to deactivation of prior accounts.

E. Post-Implementation and Disentanglement Support

1. Upon contract expiration or termination, the Contractor shall fully cooperate with the City and any successor bank to ensure an orderly transition.

2. Provide access to all relevant data, reports, and transaction history.

3. Coordinate transfer of automated transactions and electronic-banking services.

4. Assist the City in closing legacy accounts once all outstanding transactions clear, ensuring accurate reconciliation and confirmation of final balances.

5.18 Customer Service and Relationship Management

The Contractor shall provide a high level of customer service and relationship support to ensure responsive communication, prompt issue resolution, and continuity of service for all City banking operations.

Minimum service requirements include:

A. Dedicated Service Team: Assign a dedicated customer service team located within the Pacific Time Zone to support the City's daily banking needs, available during normal City business hours (7:00 a.m. – 6:00 p.m. PT). Provide an updated contact list including Relationship Manager, customer service officers, and technical support staff.

B. Relationship Manager: Designate a Relationship Manager (Vice President level or equivalent) experienced in public sector banking, with authority to coordinate all services, resolve issues, and provide consultation on new products or enhancements. The Relationship Manager shall be available for onsite or virtual meetings as requested by the City, and at least annually for a formal relationship review.

C. The Contractor shall define and maintain measurable Service Level Agreements (SLAs) covering response times, issue resolution, and system availability. The City seeks assurance of service continuity and accountability for downtime impacting daily operations. The Contractor shall identify any remedies or service credits customarily provided to clients in the event of service disruptions or SLA noncompliance. The City requests disclosure of standard SLA metrics and any remedies customarily provided. Service credits will be negotiated during contract finalization.

D. Customer Support and Availability: Provide responsive customer service for transaction inquiries, research requests, and troubleshooting of operational or technical issues.

   1. Initial response within the same business day;
   2. Resolution or status update within one (1) business day of initial contact;
   3. After-hours support for technical issues (e.g., file uploads, ACH/wire processing) available until 9:00 p.m. PT.
   4. Provide Call Center support from 6:00 a.m. to 5:00 p.m. PT.

E. Research and Documentation: Provide copies of checks or other requested documents within 24 hours of request. Maintain and provide accurate account analysis statements and reconcile service usage and pricing with the City upon request.
F. Training and Service Reviews: Provide ongoing training for City staff on bank systems, services, and account analysis. Conduct periodic service reviews with City Finance staff to assess performance, discuss enhancements, and identify efficiency improvements.
G. Notifications and Alerts: Provide real-time alerts or notifications for key banking events, including failed file transmissions, account overdrafts, unauthorized transactions, or failed user authentications.

5.19 Cybersecurity and Data Protection

The Contractor shall maintain comprehensive information security, cybersecurity, and data-protection programs consistent with financial-industry regulations, FFIEC guidance, and applicable public-sector requirements. All systems, applications, and third-party providers supporting City operations shall comply with the controls described below.

A. Governance and Oversight

1. Maintain a documented Information Security and Cyber Risk Management Program, including incident-response, business-continuity, and disaster-recovery plans applicable to public-sector clients.
2. Provide annual independent audit reports (SOC 1/SOC 2 Type II or SSAE-18) issued by a licensed AICPA-credentialed auditor.
3. Align policies and controls with recognized frameworks such as ISO/IEC 27001, 27002, and NIST SP 800-53.
4. Ensure that all subcontractors and third-party service providers follow equivalent security protocols and are contractually bound to confidentiality and breach-notification standards.

B. Data Protection and Residency

1. Protect City data in transit and at rest using industry-standard encryption (e.g., AES-256).

2. Store and process all primary City data within the continental United States; use of secondary or disaster-recovery sites outside the U.S. requires prior written City approval.

3. Sanitize or destroy media containing City data prior to reuse or disposal, in compliance with NIST SP 800-88.

C. Application and Access Security

1. Require multi-factor authentication (MFA) for all users and administrators and enforce strong password policies.

2. Support role-based access control (RBAC) and automatic account de-provisioning after defined inactivity.

3. Maintain comprehensive audit trails of user and administrative activity, with reporting and alerting available to City administrators.

4. Implement secure session management, timeouts, and re-authentication to prevent unauthorized access.

5. Conduct regular application-layer vulnerability scans and penetration tests; remediate findings promptly.

D. Network and Technical Controls

1. Operate a 24/7 Security Operations Center (SOC) or equivalent capability providing real-time threat monitoring and incident escalation.

2. Maintain intrusion-detection and prevention systems (IDS/IPS), updated malicious-code protection, and vulnerability-management processes following NIST or ISO best practices.

3. Prevent insider threats and unauthorized external access through layered security controls and least-privilege principles.

E. Incident Response and Continuity of Operations

1. Notify the City within twenty-four (24) hours of any confirmed or suspected security incident, and within two (2) hours if Personally Identifiable Information (PII) is involved.

2. Maintain business-continuity and disaster-recovery procedures ensuring uninterrupted access to City accounts in the event of a cyber or system incident.

3. Provide executive summaries of the last two annual BC/DR tests, including Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics for ACH, wire, and portal systems.

4. Do not restrict or disable City user access to the online-banking portal during a security event unless required by law or directed by the City.

5. Assume responsibility for any data breach or compromise occurring within the Contractor's network or that of its subcontractors.

F. Transparency and Reporting

1. Upon request, provide the City with an overview of system and application-security features, audit results, and privacy policies describing collection, use, and retention of client data.

2. The City reserves the right to review relevant security documentation and request clarification of any material findings.

G. Business Continuity and Disaster Recovery

1. The Contractor shall maintain a comprehensive Business Continuity and Disaster Recovery (BC/DR) Program designed to ensure continued operation of all essential banking services in the event of a natural disaster, power outage, cyberattack, or other emergency that disrupts normal business activities.
2. The BC/DR Program shall cover critical functions including: deposit processing, wire transfers, ACH origination, positive pay, and access to City accounts and reports.
3. The Contractor shall provide the City, upon request, with a summary of its most recent BC/DR test results, including Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) for key systems.
4. In the event of a declared disaster, the Contractor shall implement its BC/DR plan within the established RTO and shall notify the City within two (2) hours of activation.
5. The Contractor shall identify redundant data centers and alternate processing facilities capable of sustaining operations for a minimum of thirty (30) days.
6. Upon request, the Contractor shall provide the City's Administrative Services Department with copies of its BC/DR policy summaries and designated continuity contacts.

5.20 Value-Added Services

A. Community reinvestment and socially responsible banking initiatives.
B. Contractor shall provide a list of bank supplies that it offers to bank clients.
C. Contractor shall advise whether it offers any customized bank supplies (i.e. deposit bags with bank logo).

6. Proposal Content Requirements

6.1 Proposed Organization and Content

To facilitate consistent evaluation and comparison, each proposal shall be organized in the following order and format. Proposals that omit required elements may be considered nonresponsive

1. Cover Letter: Signed by an authorized officer. The Cover Letter shall designate the proposing financial institution, the address of the bank office where the relationship will be domiciled, and the address of the local branch, if different. It must be signed by an authorized bank officer with authority to bind the institution to the terms of the proposal.
2. Table of Contents: A Table of Contents shall follow the order of this RFP and clearly identify all sections, exhibits, and attachments included in the proposal.
3. Bank Profile & Experience – Include financial strength, credit ratings, and government clients.
4. Technical Response – Describe capability for each Scope area (§4).
5. Customer Service & Escalation Plan.
6. Implementation Plan & Timeline.
7. Fee Proposal (Cost Proposal) – each service component priced separately (per-item pricing); earnings credit rate methodology and current rate, minimum balance requirements, and early termination fees should be outlined. You must use the City provided fee schedule template.
8. References – Minimum of three municipal clients.
9. Legal & Contract Exceptions (if any).
10. Community Reinvestment & Social Responsibility Statement.
11. Proposers must also submit their current Community Reinvestment Act (CRA) public evaluation report and a link or PDF of their most recent Annual Report.

7. Evaluation and Selection

The City will evaluate all responsive proposals based on the criteria outlined in this Request for Proposals. Evaluations will consider both qualitative judgment and quantitative analysis, with the goal of determining the proposal that represents the **best overall value** to the City. The City may, at its discretion, conduct interviews or demonstrations with one or more top-ranked proposers to further assess capabilities and understanding of the City's requirements.

While the City will endeavor to adhere to the process and schedule described in this RFP, it reserves the right to modify, postpone, or cancel any part of the solicitation process as deemed necessary. Issuance of this RFP does not obligate the City to award a contract or to reimburse any proposer for costs incurred in preparing or submitting a proposal, participating in interviews, or providing demonstrations.

Final award recommendations will be subject to review by City staff and approval by the City Council. In determining best value, the City may consider, but is not limited to, the following factors:

- Cost and overall financial terms;
- Ability, capacity, and skill of the proposer to perform the required services;
- Experience and qualifications in providing banking and treasury management services to public-sector clients;
- Customer service approach, responsiveness, and availability of dedicated relationship management personnel;
- The proposer's operational reliability, technology, cybersecurity, and business continuity capabilities;
- The character, integrity, reputation, and judgment of the proposer; and
- Availability of a full-service branch within or near the City of South Gate.

No single factor will determine the final award decision. The City will exercise judgment to select the firm whose proposal, in the City's opinion, most effectively meets its operational, financial, and service objectives.

Proposers are encouraged to describe any additional products, services, or innovations that may enhance the City's treasury management effectiveness and may be considered as part of the overall evaluation.

All costs directly or indirectly related to the preparation and presentation of a response, including participation in interviews or demonstrations, shall be the sole responsibility of the proposer.

8. Term and Renewal

Initial term: five (5) years, with up to five (5) one-year extensions at the City's sole discretion. All pricing must remain fixed for the first five years; pricing for subsequent years may be adjusted by written mutual agreement. The total contract term will not exceed ten years, all subject to City Council approval upon initial award.

9. Contract Management

The Director of Administrative Services and Accounting & Finance Manager will meet regularly with the awarded contractor via telephone, virtual and/or in person meetings, to track performance or discuss any challenges and adjustments that need to be made.

10. Contract Payment

The City of South Gate shall issue payment based on services rendered. Following contract execution and commencement of services, the Contractor shall submit a detailed monthly invoice identifying services performed, applicable transaction volumes, and corresponding charges. The City will remit payment within sixty (60) calendar days

of receipt of a complete and undisputed invoice, after applying any earnings credits (ECRs) or fee adjustments reflected in the monthly account analysis.

At the City's discretion, the parties may mutually agree to reconcile monthly service fees through the account analysis statement and apply ECR offsets in lieu of separate invoicing. This arrangement shall not affect the City's right to review and verify all charges prior to payment.

11. Legal and Contractual Requirements

- Compliance with California Government Code §§53630–53686.
- Adherence to City insurance, indemnification, and nondiscrimination provisions.
- The City reserves the right to reject any or all proposals, or to negotiate contract terms with any qualified respondent.

12. Acronyms and Definitions

1. **Awarded Contractor:** The financial institution or firm awarded a contract with the City of South Gate, California, for the services identified in this RFP.
2. **City:** The City of South Gate and any department, division, or agency identified herein.
3. **Contractor / Proposer:** The organization or individual submitting a proposal in response to this RFP.
4. **Financial Institution:** For purposes of this solicitation, 'financial institution' means a State or National bank qualified under California Government Code § 53630 et seq. Credit unions and savings associations are not eligible unless authorized to hold public deposits.
5. **Administrative Services Department:** The City of South Gate department responsible for finance, treasury, and cash management functions.
6. **Evaluation Committee:** A committee of City representatives established to review and evaluate proposals and recommend award.
7. **May:** Indicates a permissible but not mandatory requirement.
8. **RFP:** Request for Proposals.
9. **Shall / Must:** Indicates a mandatory requirement; failure to comply may result in proposal rejection.
10. **Should:** Indicates a recommended but not mandatory requirement.
11. **Subcontractor:** Any third party not directly employed by the Proposer that will perform services identified in this RFP.

12. **ACH (Automated Clearing House):** An electronic network for financial transactions used to process direct deposits and payments.

13. **AICPA (Association of International Certified Professional Accountants):** Professional organization establishing audit and attestation standards (e.g., SSAE and SOC reports).

14. **ATM (Automated Teller Machine):** Electronic banking outlet that allows customers to complete basic transactions without a teller.

15. **BAI (Bank Administration Institute):** Develops electronic file formats (BAI2) for cash management and bank reconciliation.

16. **CSV (Comma Separated Values):** Text file format used for tabular data exchange.

17. **DDA (Demand Deposit Account):** Account from which funds may be withdrawn at any time without notice.

18. **ECR (Earnings Credit Rate):** Rate used by banks to offset service charges based on average collected balances.

19. **EFT (Electronic Funds Transfer):** Movement of funds via electronic networks including ACH and wire systems.

20. **ICL (Image Cash Letter):** Electronic file format (ANSI X9.37) used to transmit check images and associated data for clearing and settlement.

21. **ISO/IEC 27001 / 27002 / 27017:** International standards governing information-security management systems and controls.

22. **LAIF (Local Agency Investment Fund):** State Treasurer's investment program for California local agencies.

23. **MICR (Magnetic Ink Character Recognition):** Technology used to process checks and financial documents.

24. **NACHA (National Automated Clearing House Association):** Manages the ACH Network and publishes operating rules.

25. **NIST 800-53 (Rev. 5):** National Institute of Standards and Technology publication providing security and privacy controls for information systems.

26. **PDF (Portable Document Format):** Universal document format used for electronic records and reporting.

27. **RDC (Remote Deposit Capture):** System that allows scanning and electronic transmission of check deposits to a bank.

28. **SFTP (Secure File Transfer Protocol):** Protocol for secure file transmission over encrypted channels.

29. **SOC 1 / SOC 2 (Type II):** Audit reports under AICPA standards evaluating financial-reporting and security controls of service organizations.

30. **SLA (Service Level Agreement):** Documented commitment specifying minimum performance and availability standards.

31. **SSAE 18 (Statement on Standards for Attestation Engagements):** AICPA standard for audits of service organization controls (supersedes SSAE 16).

32. **UPIC (Universal Payment Identification Code):** Unique identifier that acts as an alias for a bank account number to protect account information.

33. **Implementation Plan:** The detailed schedule, milestones, and responsibilities for transitioning banking services to the City's new depository.

34. **Cybersecurity Incident:** Any unauthorized access, disruption, or breach affecting the confidentiality, integrity, or availability of City data within the Contractor's environment.

13. Solicitation Terms & Conditions

1. The City of South Gate reserves the right to alter, amend, modify, or withdraw any portion of this RFP at any time prior to award if determined to be in the best interests of the City. No Proposer shall have any claim against the City by reason of such withdrawal or alteration.
2. The City reserves the right to request clarification of any proposal term from a Proposer and to require additional information as needed to evaluate responsiveness and responsibility.
3. The City may contact references provided, interview other clients of the Proposer, and obtain information from any source deemed pertinent to the evaluation process.
4. The extent of documentation required from Proposers shall be commensurate with the size and complexity of the contract. If the City determines the information submitted is insufficient to establish responsibility, the City may request additional information or deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received when such waiver is in the best interest of the City.
6. The City reserves the right to reject any or all proposals prior to award without liability to any Proposer.
7. The City Manager's determination of a Proposer's responsibility, for purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single contractor but reserves the right to make multiple awards if in the City's interest.

9. The City is not obligated to accept the lowest price proposal but will award the contract in the best interests of the City of South Gate after all factors have been evaluated pursuant to South Gate Municipal Code (SGMC) § 1.54.320 et seq.
10. If only a single responsive proposal is received, the City may extend the proposal acceptance period and/or conduct a cost analysis. By conducting such analysis, the City is not obligated to accept the proposal and may reject it if not in the City's best interest.
11. Any irregularities or ambiguities in this RFP should be brought to the attention of the Administrative Services Department (Purchasing Division) as soon as possible so that addenda may be issued.
12. Proposals must include all proposed terms and conditions, including any warranties, maintenance agreements, licenses, leases, or contract terms the Proposer wishes to be considered. Omission of these documents may render a proposal non-responsive.
13. No alteration, modification, or variation of a proposal shall be considered unless authorized by addendum issued by the City.
14. Proposals that appear unrealistic in technical commitments, reflect a lack of understanding of scope, or otherwise demonstrate an inability to perform may be rejected.
15. Proposals may be withdrawn by written notice received prior to the due date and time specified in this RFP.
16. Prices must be arrived at independently, without collusion or consultation with any other Proposer. Collusion or anti-competitive conduct may result in disqualification and possible referral for legal action under the Public Contract Code.
17. No attempt shall be made to induce any person or firm to refrain from submitting a proposal or to submit a noncompetitive proposal. All proposals must be submitted in good faith and without collusion.
18. Prices offered in proposals shall constitute an irrevocable offer for the term of the contract and any extensions thereto.
19. The City shall not be liable for any costs incurred by Proposers in preparing or submitting proposals. All costs are the sole responsibility of the Proposer.
20. The City is not responsible for any advice or technical assistance provided to a Proposer by City staff or representatives. It is the Proposer's sole responsibility to prepare and submit a complete proposal.
21. Proposals are public records subject to the California Public Records Act (Gov. Code § 6250 et seq.) after completion of negotiations and prior to award, except for information deemed confidential or exempt by law. Any Proposer designating material as "Confidential" agrees to defend and indemnify the City for any challenge to such designation.
22. If the Proposer intends to use subcontractors, the proposal must identify them and the scope of work to be performed. Each subcontractor must agree in writing to the same terms and conditions as the Proposer.

23. Contractors using subcontractors shall provide proof of payment to subcontractors upon request and in accordance with SGMC § 1.54.460 and the California Labor Code.
24. Proposers must disclose any actual or potential conflict of interest pursuant to SGMC § 1.60.010 and Government Code § 1090 et seq. The City reserves the right to disqualify any Proposer with a conflict of interest or appearance thereof.
25. Each Proposer must disclose any prior or pending litigation, contract defaults, or disciplinary actions within the past five years. Failure to disclose such information may result in disqualification.
26. The City reserves the right to negotiate final terms and conditions with the selected Proposer. In the event of conflict between documents, the order of precedence shall be: (1) executed contract; (2) this RFP; (3) City-requested clarifications and addenda; (4) the Proposer's proposal.
27. The City will not be bound by any oral communication or information provided outside the official process unless confirmed in writing by the City's Authorized Representative.
28. Contracts resulting from this RFP shall not be effective until approved and executed by the City Manager or his/her designee and, where required, by the City Council in accordance with SGMC § 1.54.380.
29. The City is exempt from Federal, State, and Local excise taxes.
30. Execution of the Proposal Certification Form constitutes acknowledgment and agreement to all terms and conditions of this RFP and the City's Purchasing Ordinance.
31. Misrepresentations in a proposal may constitute cause for rejection or termination of any subsequent contract for fraudulent concealment or misrepresentation under California law.
32. All proposals shall remain confidential until completion of the evaluation and negotiation process.
33. No public announcement of contract award shall be made without prior written authorization from the City Manager or his/her designee.
34. Contracts resulting from this procurement process that exceed the thresholds established in the Purchasing Matrix (January 2024) are subject to the approval of the City Council and must be executed by the City Manager pursuant to SGMC § 1.54 et seq.

14. Contract Terms & Conditions

1. Prime Contractor Responsibility

The Awarded Contractor shall be the sole point of contact with the City for all contractual obligations arising from this RFP. The City of South Gate will look solely to the Awarded Contractor for performance and compliance and will not be responsible for the acts or omissions of subcontractors. Use of subcontractors shall not relieve the Awarded Contractor of any responsibility for fulfilling all obligations under the Contract.

2. Insurance Requirements

The Awarded Contractor shall, at its sole cost, procure and maintain for the duration of the Contract insurance coverage meeting the following minimum requirements. Work shall not commence until evidence of insurance acceptable to the City's Risk Manager has been provided. All insurers shall be admitted to do business in the State of California and have an A.M. Best rating of **A:VIII or better**, unless otherwise approved in writing by the City's Risk Manager.

a. **Workers' Compensation and Employer's Liability:** As required by the California Labor Code, including Employer's Liability coverage of not less than $1,000,000 per occurrence.

b. **Commercial General Liability:** Coverage including premises/operations, contractual liability, personal injury, products/completed operations, and independent contractors, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall name the **City of South Gate**, its elected and appointed officials, officers, employees, and agents as additional insureds and shall apply on a primary and non-contributory basis.

c. **Automobile Liability:** If applicable, coverage for owned, non-owned, and hired vehicles with limits not less than $1,000,000 per occurrence for bodily injury and property damage.

d. **Professional or Bankers' Professional Liability Coverage (Errors and Omissions):** For professional services, limits of not less than $1,000,000 per claim and $2,000,000 aggregate for negligent acts, errors, or omissions arising from the performance of services. If coverage is on a claims-made basis, it shall include an extended reporting period of at least three (3) years after termination or completion of the Contract.

e. **Cyber Liability or Data Breach Coverage:** Limits of **at least $5,000,000 per occurrence** or **$5,000,000 aggregate**, covering unauthorized access, data loss, breach notification, cyber-extortion, and network interruption. Coverage shall apply to the Contractor and all subcontractors with system access to City data.

Each policy shall provide that coverage shall not be canceled or materially changed except after thirty (30) days' written notice to the City. Any self-insured retention or deductible must be disclosed and approved in writing by the City. The procuring of insurance shall not be construed as limiting the Contractor's liability under the Contract. The City reserves the right to require certified copies of policies and endorsements at any time. Subcontractors shall maintain insurance meeting these same requirements.

3. Data Protection and Residency

All primary systems and data shall be hosted and processed within the continental United States. Secondary or disaster-recovery sites outside the U.S. require prior written City approval. No City data shall be transmitted to or stored in any location outside the United States without the City's prior written consent. The Contractor shall comply with

all applicable privacy, cybersecurity, and breach-notification laws and maintain controls consistent with **SOC 2 Type II** standards or equivalent.

4. Business License Requirement

Pursuant to South Gate Municipal Code § 2.08.040, any business conducting operations within the City must obtain a City of South Gate Business License prior to commencing work. Verification of a valid license shall be required before contract execution, and all associated fees shall be the sole responsibility of the Contractor.

5. Compliance with Law

All work performed shall comply with applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the California Labor Code, Government Code, Public Contract Code, South Gate Municipal Code, and the City's administrative regulations.

6. Indemnification and Hold Harmless

To the fullest extent permitted by law, the Awarded Contractor shall indemnify, defend, and hold harmless the City of South Gate, its City Council, boards, commissions, officers, officials, employees, and agents ("Indemnified Parties") from and against any and all claims, damages, losses, liabilities, expenses, or costs (including attorney's fees) arising out of or alleged to have arisen out of the performance of work under the Contract, except for the sole negligence or willful misconduct of the City. This obligation shall survive termination or expiration of the Contract.

7. Defense Obligation

In addition to indemnification, the Contractor shall, at its own expense, defend the Indemnified Parties by legal counsel acceptable to the City against all such claims, whether or not ultimately found to be groundless. The duty to defend is separate from and independent of the duty to indemnify.

8. Right to Audit

The City of South Gate, its designated representatives, or any authorized governmental agency shall have the **right to audit, inspect, and copy** all books, records, electronic data, and other materials relevant to the performance of this Contract, whether held by the Contractor or its subcontractors. Such access shall be provided during normal business hours and maintained for a minimum of **three (3) years** after final payment or contract termination, whichever is later. The City may use its own personnel or third-party auditors to perform such reviews at its discretion.

9. Contract Payment

The City of South Gate shall issue payment based upon services rendered and invoiced in accordance with the approved Fee Schedule. Payments will be made within sixty (60) calendar days following receipt of a complete and undisputed invoice. Invoices must include sufficient detail to reconcile service volumes with the approved pricing structure.

10. Subcontractors

If subcontractors are used, the Contractor shall ensure each subcontractor agrees in writing to comply with all applicable insurance, licensing, data-protection, and indemnification provisions of the Contract. The Contractor shall remain fully responsible for all subcontractor performance.

11. Prevailing Wages (Public Works and Maintenance Contracts)

If any portion of the work constitutes a "public work" under California Labor Code §§ 1720 et seq., the Contractor and all subcontractors shall pay not less than the prevailing wage rates as determined by the State Department of Industrial Relations (DIR). Contractors shall comply with all applicable DIR registration and payroll-reporting requirements. Failure to comply shall constitute a material breach.

12. Termination and Non-Assignment

The City reserves the right to terminate the Contract for convenience upon thirty (30) days' written notice or for cause as specified in the Professional Services Agreement. The Contractor shall not assign, delegate, or transfer any interest in the Contract without prior written consent of the City.

13. Independent Contractor Status

The Awarded Contractor and its personnel are independent contractors and not employees of the City. The Contractor shall have no authority to bind the City to any obligation except as expressly stated in the executed Agreement.

14. Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute shall lie exclusively in the Superior Court of California, County of Los Angeles.

15. Attorneys' Fees

In any action or proceeding to enforce the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

16. Entire Agreement and Order of Precedence

The Contract shall consist of the City's RFP (including addenda), the Contractor's proposal as accepted by the City, and the executed Professional Services Agreement. In case of conflict, the order of precedence shall be: (1) the executed Agreement; (2) the

RFP; (3) the Contractor's proposal. No oral communications shall modify the Contract without a written amendment signed by both parties.

17. Survival of Obligations

All obligations regarding insurance, indemnification, defense, confidentiality, data protection, audit access, and compliance with law shall survive termination or expiration of the Contract.

15. Protest Procedures

Who May Protest

Only a Proposer who has submitted a proposal in response to this Request for Proposals (RFP) may file a protest. A Proposer may not rely on a protest submitted by another Proposer and must pursue its own protest in order to preserve any rights under this procedure.

Time for Protest

The City of South Gate will issue a written Notice of Intent to Award to all at least ten (10) business days prior to City Council consideration or administrative award.

A Proposer wishing to submit a protest must do so within five (5) business days of the notification of intent to award. Protests must be received by the City Purchasing Division no later than 5:00 p.m. on the fifth (5th) business day after issuance of the Notice of Intent to Award.

It is the sole responsibility of each Proposer to provide and maintain current and accurate contact information, including a valid email address, to ensure timely receipt of notifications. The City is not responsible for a Proposer's failure to receive notice for any reason, including but not limited to outdated contact information, spam filters, or technical issues.

Upon posting of the Notice of Intent to Award, the City's internal evaluation or selection memorandum will be made available for inspection by Proposers requesting to review the basis for award.

Form and Filing of Protest

All protests must:

1. Be submitted in writing and signed by the individual authorized to bind the Proposer;

2. Be addressed to the City Purchasing Division at purchasing@sogate.org (or the address specified in the RFP); and

3. Include:
   a. The Proposer's legal name, mailing address, email, and phone number;
   b. Identification of the RFP title and number;

   c. A complete and detailed statement of the grounds for the protest, including all relevant facts, legal authorities, and documentation supporting the protest; and
   d. Specific reference to the portions of the RFP or applicable law on which the protest is based.

Once a protest has been received, no additional documentation or argument will be accepted by the City unless specifically requested by the Purchasing Division.

City Review and Response

The Purchasing Division, in consultation with the City Attorney's Office and the Department responsible for the solicitation, shall review the protest and issue a written determination within five (5) business days of receipt.

The written decision will be transmitted to the email address provided by the protesting Proposer and shall constitute the City's final administrative determination.

If the protest relates to a solicitation that requires City Council approval, the Council will consider the protest at the same meeting during which the contract award is presented. The City Council's decision shall be final and conclusive.

Limitation of Remedy

The protest procedures and timelines set forth herein are mandatory and provide the sole and exclusive administrative remedy available to Proposers. Failure to file a timely or properly formatted protest shall constitute a waiver of any right to further challenge or contest the procurement decision, including filing of any claim under Government Code § 910 et seq. or pursuit of judicial review.

No award shall be delayed solely by the filing of a protest unless the City determines that doing so is in its best interest.

16. Attachments

- Conflict of Interest Certification
- Proposal Certification & Signature Page
- Proposer Checklist
- Community Reinvestment Questionnaire
- Cost Proposal Template (spreadsheet)
- Transaction Volume Data (spreadsheet)

CONFLICT OF INTEREST CERTIFICATION

The undersigned, having fully examined all RFP documents for Banking and Related Services, hereby certifies the following on behalf of the proposer and its officers, employees, agents, and subcontractors:

1. **No Conflicts:**
   No officer, employee, or elected official of the City of South Gate has any financial or other interest, direct or indirect, in the proposer's business, nor shall any such person have any such interest at any time during the term of any contract resulting from this RFP.

2. **Disclosure of Relationships:**
   The proposer has disclosed below any existing relationships or circumstances that may present an actual or potential conflict of interest under applicable law, including but not limited to California Government Code Sections 1090 and 87100 et seq.

3. **Ongoing Obligation:**
   The proposer shall promptly disclose to the City in writing any potential or actual conflicts of interest that arise after the date of this certification and prior to or during contract performance.

4. **Public Trust Commitment:**
   The proposer acknowledges that City contracts are public instruments and that all decisions must be made in the best interest of the public.

☐ **No known conflicts of interest exist.**

☐ **Potential conflicts are described below:**

(Provide full explanation; attach additional pages if necessary.)

Firm Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

Certification:

By signing above, I certify under penalty of perjury that the foregoing statements are true and correct, and that no improper relationships or interests exist that would prevent fair and impartial contracting with the City of South Gate.

PROPOSAL CERTIFICATION AND SIGNATURE

The undersigned hereby submits this proposal and certifies, on behalf of the firm named below:

1. The proposer has read and understood all RFP documents, including any addenda issued by the City.
2. The proposer agrees to all terms, conditions, and requirements set forth in the RFP and the City's standard Professional Services Agreement.
3. All information provided in this proposal is true, complete, and accurate to the best of the signer's knowledge.
4. The proposer affirms it is duly authorized to conduct business in the State of California and to perform the services described herein.
5. The proposal shall remain valid for a period of **ninety (90) days** following the proposal due date.
6. The signer certifies that he/she has the legal authority to bind the firm contractually.

Legal Name of Firm: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____

Tax ID Number: _____

Type of Business Entity (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Company ☐ Other: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Proposer Checklist

Requirement	Included	Page Reference
A. Administrative Items		
1. Cover Letter signed by an authorized officer identifying the proposing bank and branch address(es).		
2. Table of Contents following RFP format and section order.		
3. Three (3) printed copies (one signed original and two duplicates) and one (1) electronic PDF copy submitted by deadline (5:00 p.m., April 6, 2026).		
4. Proposal labeled "Banking Services RFP – FIN-2026-01."		
5. All addenda acknowledged on the Proposal Certification Page.		
B. Proposal Content (Section 6)		
6. Bank Profile & Experience – Financial strength, credit ratings, and public-sector clients described.		
7. Technical Response – Responses to each Scope of Services area (Section 5).		
8. Customer Service & Escalation Plan – Team structure, service levels, and contact protocols.		
9. Implementation Plan & Timeline – Transition schedule and resource plan.		
10. Fee Proposal – Each service component priced separately (per-item pricing); earnings credit rate methodology and current rate, minimum balance requirements, and early termination fees should be outlined. You must use the City provided fee schedule template.		
11. References – Minimum of three (3) municipal or public-sector clients with contact details.		
12. Legal & Contract Exceptions – Any requested modifications clearly identified or stated "None."		
13. Community Reinvestment & Social Responsibility Statement included.		

Requirement	Included	Page Reference
14. Current CRA Public Evaluation Report and most recent Annual Report (link or PDF) provided.		
C. Required Forms & Certifications		
15. Conflict of Interest Certification completed and signed.		
16. Proposal Certification and Signature Page completed and signed.		
17. Acknowledgment of Addenda (if issued).		
18. Business License Requirement acknowledged (will obtain prior to execution).		
D. Compliance Confirmations		
19. Meets Minimum Qualifications (Section 4).		
20. Agrees to Insurance Requirements (Section 14.2).		
21. Agrees to Data Residency and Cybersecurity Requirements (Section 14.3 & 5.19).		
22. Agrees to Proposal Validity Period (90 days after due date).		
E. Optional Submissions (Recommended)		
23. Sample Reports or Screenshots demonstrating online banking and information-reporting capabilities.		
24. Service-Level Agreement (SLA) summary or template.		
25. Summary of Business Continuity / Disaster-Recovery Test Results (last two years).		

Community Reinvestment Questionnaire

The City of South Gate is committed to selecting a financial institution that demonstrates a strong record of community reinvestment, equitable lending, and support for local economic development.

Each proposer shall complete this questionnaire and include it within the proposal package.

Responses should reflect the proposer's most recent performance and may reference the institution's Community Reinvestment Act (CRA) Public Evaluation, Annual Report, or Community Impact Report.

A. CRA Performance and Regulatory Standing

1. Provide your institution's current CRA rating and the date of the most recent CRA examination.
2. Identify the regulatory agency that issued the rating (e.g., OCC, FDIC, Federal Reserve).
3. Has your institution been subject to any enforcement action, consent order, or memorandum of understanding related to CRA, fair lending, or consumer compliance within the past five (5) years? If yes, please describe the issue and corrective action taken.
4. Provide a summary of your bank's overall CRA strategy and key performance goals for the Los Angeles–Orange County assessment area.

B. Lending and Investment Activities

1. Describe the types and approximate dollar volume of loans and investments your institution has made within the City of South Gate and Los Angeles County in the past three (3) years, including:
    - Affordable housing development;
    - Small business or microenterprise lending;
    - Community facilities or nonprofit lending;
    - Municipal or infrastructure investments; and
    - Green or sustainability-related projects.
2. List any community development financial institutions (CDFIs), local nonprofits, or housing authorities your bank partners with to deliver community lending or investment programs.
3. Provide at least one example of a recent community development project or initiative in which your bank played a significant role.

C. Financial Education and Community Engagement

1. Describe your bank's community outreach and financial education programs available in South Gate or neighboring communities (e.g., youth savings, small-business workshops, homebuyer education, financial literacy classes).

2. Indicate the number of volunteer hours your bank's employees contributed to community programs in the last calendar year.

3. Does your bank provide multilingual educational materials or workshops (e.g., Spanish-language outreach)? If yes, please specify.

4. Identify any programs that directly benefit low- or moderate-income households within the City of South Gate or Southeast Los Angeles region.

D. Supplier Diversity and Local Economic Participation

1. Does your bank maintain a supplier diversity or small-business subcontracting program? If yes, briefly describe its scope and goals.

2. Provide metrics (e.g., percentage of spend or number of vendors) demonstrating your engagement with local, minority-owned, women-owned, or veteran-owned businesses.

3. Describe any initiatives to support local workforce development or internships, especially for South Gate or Southeast LA residents.

E. Branch Access and Local Presence

1. Identify all branch and ATM locations within the City of South Gate and within five (5) miles of City Hall.

2. Provide average hours of operation and accessibility features (e.g., ADA compliance, multilingual staff availability).

3. Describe how your institution ensures equitable access to banking services for unbanked or underbanked populations.

F. Documentation and Verification

Attach the following documents (electronic or PDF format acceptable):

- Most recent CRA Public Evaluation report;
- Any recent Community Impact or ESG (Environmental, Social, and Governance) Report; and
- A list of community partnerships or sponsorships within Los Angeles County.

Certification

I certify that the information provided in this Community Reinvestment Questionnaire is true and correct to the best of my knowledge.

Institution Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Office of the
South Gate City Clerk

MAY 21 2026

FILED

11:46am

Item No. 20

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**

Originating Department: **Administrative Services**

Department Director: _____ ***City Manager:*** Rob Houston

Luis Frausto *Rob Houston*

SUBJECT: INVESTMENT REPORT QUARTER ENDING MARCH 31, 2026

PURPOSE: California Government Code Section 53646 requires staff to submit a report to the City Council and City Manager, at least quarterly, which provides detailed information on all investments of the City.

RECOMMENDED ACTION: The City Council will consider receiving and filing the Quarterly Investment Report for the quarter ended March 31, 2026.

FISCAL IMPACT: Interest earnings totaled $296,917.65 for the quarter.

ANALYSIS: See Executive Summary and Background and Analysis sections below.

EXECUTIVE SUMMARY: As of March 31, 2026, the City's investment portfolio totaled $96,898,684 at cost and $96,968,528 at market value. The portfolio generated $296,917.65 in interest earnings during the quarter and remains fully compliant with the City's Investment Policy and California Government Code Section 53600 et seq. Investments have an average credit rating of AA- and are structured to preserve capital, ensure sufficient liquidity for operational needs, and deliver a reasonable rate of return within those constraints. There are no compliance issues, credit concerns, or liquidity constraints to report. The portfolio continues to perform as intended, providing stable earnings while maintaining sufficient liquidity to support City operations.

While investment earnings provide a meaningful supplemental revenue source, the portfolio is managed primarily to ensure the safety and availability of public funds. It is not intended to offset the City's ongoing structural imbalance between revenues and expenditures.

BACKGROUND AND ANALYSIS: California Government Code Section 53646 requires quarterly reports to the City Council detailing investment activity and portfolio status.

This report provides the City Council with a current snapshot of the City's investment holdings, liquidity position, and compliance with applicable laws and policies as of March 31, 2026.

Attachments include detailed investment listings, cash balances, and prior-quarter reports for reference.

Consistent with the City's broader financial reporting, this report reflects the City's position at a point in time. It should be considered alongside the City's budget and multi-year financial outlook, which address the sustainability of ongoing operations.

Attached is the Investment Report for the quarter ending March 31, 2026, for the City and Housing Authority (Attachment A). This submission provides the latest available valuation of the City's investment portfolio and apprises the City Council of the City's financial position as of the end of the third quarter of FY 2025-26.

Portfolio Overview

The portfolio is invested in high-quality, fixed-income instruments consistent with the City's conservative investment policy. As of March 31, 2026, the portfolio was allocated as follows: 31.04% in U.S. Treasuries ($30,078,885); 18.21% in corporate bonds ($17,642,467); 17.98% in LAIF ($17,420,645); 13.88% in mortgage-backed securities ($13,449,518); 8.94% in U.S. agencies ($8,658,015); 8.83% in commercial paper ($8,559,666); 0.77% in negotiable certificates of deposit ($744,000); and 0.36% in a money market fund ($345,488). The average credit rating of securities held in U.S. Bank safekeeping was AA-. The total portfolio balance increased from $96.5 million on December 31, 2025, to $96.9 million as of March 31, 2026.

The City's composition of investments has substantially changed since the last quarterly investment report on December 31, 2025, due to the hiring of the investment management services firm, Meeder Public Funds. Upon execution of the agreement in March 2026, Meeder acted quickly to purchase several securities on the City's behalf to diversify holdings and lock in longer-term rates, hedging against potential market fluctuations driven by unknown future conditions and external market forces.

Liquidity and Maturity Profile

The City's maturity distribution has changed since the previous quarter. The City now holds investments that will mature at various time intervals, including 16.6% within 4-5 years, 16.3% within 3-4 years, 15.8% within 2-3 years, 14.1% within 1-2 years, 18.8% within 1 year, and 18.3% available the same day. Same-day investments are primarily composed of the City's LAIF holdings, with a small portion held in a money market fund. Prior to Meeder's hiring, the City maintained a highly liquid posture, with money market and LAIF positions combined representing 85.32% of the portfolio ($82,352,417).

Investment Performance

The City's investment portfolio earned $296,918 in interest during the quarter ended March 31, 2026 (Q3 FY 2025-26). In contrast, total earnings for Q2 FY 2025-26 (the quarter ending December 31, 2025) were $821,583. This reduction does not reflect underperformance of the portfolio, but rather a temporary reduction in reported income due to a large volume of transactions processed by Meeder Public Funds in their first month as investment manager for the City.

Specifically, Meeder made investments on behalf of the City totaling nearly $70 million. As part of these transactions, the previous bondholders (sellers of the securities) were paid the accrued interest owed to them up to the date of settlement. When each investment reaches its next semi-annual coupon date, the City will receive the full six-month coupon payment despite having owned the security for only a portion of the coupon period. The accrued interest paid totaled approximately $418,000, materially reducing the reportable interest income for the quarter.

Because the shift in investment strategy with Meeder's assistance began only in March, the impact on earnings will be more visible in future periods. On an annualized basis, the updated investment composition is projected to yield approximately $2.76 million in FY 2026-27.

Policy Compliance

All investments held during the quarter were made in full compliance with the City's Investment Policy and California Government Code Sections 53600 through 53607. Per policy, maximum maturity is five years. No exceptions, violations, or credit events were identified during the quarter. Staff certifies that the City has sufficient cash flow from maturing investments and liquid funds to meet all anticipated expenditures for the next six months.

ATTACHMENT: Quarterly Investment Report – March 31, 2026

CITY OF SOUTH GATE
QUARTERLY INVESTMENT REPORT
March 31, 2026

TYPE OF INVESTMENT	AMOUNT	REFERENCE
U.S. TREASURIES	$30,078,885.48	(SCHEDULE A)
CORPORATE BONDS	$17,642,467.30	(SCHEDULE A)
MORTGAGE BACKED SECURITIES	$13,449,518.17	(SCHEDULE A)
US AGENCIES	$8,658,015.00	(SCHEDULE A)
COMMERCIAL PAPER	$8,559,665.91	(SCHEDULE A)
NEGOTIABLE CERTIFICATES OF DEPOSIT	$744,000.00	(SCHEDULE A)
TOTAL	**$79,132,551.86**	
MONEY MARKET FUND	$345,487.63	(SCHEDULE A)
TOTAL	**$345,487.63**	
LAIF INVESTMENTS - CITY ACCOUNT	$17,374,744.55	(SCHEDULE A)
LAIF INVESTMENTS - HOUSING AUTHORITY ACCOUNT	$45,899.96	(SCHEDULE A)
TOTAL	**$17,420,644.51**	
TOTAL INVESTMENTS AT COST @ 3/31/26	**$96,898,684.00**	
TOTAL MARKET VALUE OF INVESTMENTS @ 3/31/26	**$96,968,528.20**	
MARKET VALUE GAIN/(LOSS)	**$69,844.20**	

TOTAL INVESTMENTS (BOND RESERVES)	**$0.00**	

INVESTMENT ACTIVITY	AMOUNT
BEGINNING BALANCE AT 1/1/26	**$96,516,053.41**
SALE/MATURITY - US AGENCIES	($4,000,000.00)
SALE/MATURITY - NEGOTIABLE CERTIFICATES OF DEPOSIT	($498,000.00)
SALE/MATURITY - MONEY MKT ACCT & OVERNIGHT SWEEPS	($64,949,265.21)
SALE/MATURITY - LAIF	$0.00
GAIN/(LOSS) ON SALE OF SECURITIES	$19,650.00
PURCHASES - US TREASURIES	$26,137,548.83
PURCHASES - CORPORATE BONDS	$17,642,467.30
PURCHASES - US MORTGAGE BACKED SECURITIES	$13,449,518.17
PURCHASES - US AGENCIES	$3,658,065.00
PURCHASES - COMMERICAL PAPER	$8,559,665.91
PURCHASES - NEGOTIABLE CERTIFICATES OF DEPOSIT	$0.00
PURCHASES - MONEY MKT ACCT & OVERNIGHT SWEEPS	$126,285.63
PURCHASES - LAIF	$0.00
INTEREST REINVESTED	236,694.96
ENDING BALANCE AT 3/31/26	**$96,898,684.00**

INTEREST EARNED THIS QUARTER:	AMOUNT
US TREASURIES	6,875.00
US AGENCIES	20,675.00
NEGOTIABLE CERTIFICATES OF DEPOSIT	253.77
MONEY MARKET ACCOUNT & OVERNIGHT SWEEPS	516,553.02
PAID ACCRUED INTEREST ON PURCHASES	(418,071.16)
LAIF (CITY & HOUSING)	170,632.02
TOTAL INTEREST EARNED THIS QUARTER	**296,917.65**

INVESTMENT PORTFOLIO:	% OF PORTFOLIO
U.S. TREASURIES	31.04%
CORPORATE BONDS	18.21%
MORTGAGE BACKED SECURITIES	13.88%
US AGENCIES	8.94%
COMMERCIAL PAPER	8.83%
NEGOTIABLE CERTIFICATES OF DEPOSIT	0.77%
MONEY MKT ACCT & OVERNIGHT SWEEP/U.S. BANK	0.36%
LAIF	17.98%
TOTAL PERCENTAGES	**100.00%**

MATURITY DISTRIBUTIONS:	INVESTMENTS	% OF PORTFOLIO
0 - 90 DAYS / 0 - 3 MONTHS	$20,725,870.79	21.39%
91 - 180 DAYS / 3 - 6 MONTHS	6,698,295.85	6.91%
181 - 270 DAYS / 6 - 9 MONTHS	8,586,918.06	8.86%
271 - 365 DAYS / 9 MONTHS - 1 YEAR	0.00	0.00%
MATURING WITHIN A YEAR:	**$36,011,084.70**	**37.16%**
366 - 730 DAYS / 1 - 2 YEARS	13,700,445.32	14.14%
731 - 1095 DAYS / 2 - 3 YEARS	15,327,036.72	15.82%
1096 - 1460 DAYS / 3 - 4 YEARS	15,794,812.85	16.30%
1461 - 1825 DAYS / 4 - 5 YEARS	16,065,304.41	16.58%
MATURING IN 1-5 YEARS:	**60,887,599.30**	**62.84%**
MAXIMUM YEARS TO MATURITY IS 5 YEARS	**$96,898,684.00**	**100.00%**

CITY OF SOUTH GATE
INVESTMENT REPORT
March 31, 2026

QUARTER ENDING DATE: 3/31/2026

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	MARKET VALUE	PURCHASE COST	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
US TREASURIES													
US TREASURY NOTE	91282CBW0		AA+	7/21/2021	4/30/2026	30	997,640.00	1,002,108.65	(4,468.65)	3,149.17	0.75%	Low	Semi-Annual
US TREASURY BOND	912833LZ1		AA+	5/15/2021	5/15/2026	45	995,520.00	960,130.00	35,390.00	0.00	0.00%	Low	Semi-Annual
US TREASURY NOTE	91282CCP4		AA+	8/12/2021	7/31/2026	122	989,700.00	992,946.00	(3,246.00)	1,035.91	0.63%	Low	Semi-Annual
US TREASURY NOTE	91282CCW9		AA+	12/2/2021	8/31/2026	153	987,660.00	986,152.00	1,508.00	652.17	0.76%	Low	Semi-Annual
USA TREASURY NTS	91282CKZ3		AA+	3/26/2026	7/15/2027	471	1,258,500.00	1,258,398.44	101.56	11,481.35	4.35%	Low	Semi-Annual
USA TREASURY NTS	91282CLL3		AA+	3/26/2026	9/15/2027	533	1,241,850.00	1,241,406.25	443.75	1,948.88	3.40%	Low	Semi-Annual
USA TREASURY NTS	91282CLQ2		AA+	3/26/2026	10/15/2027	563	1,250,787.50	1,248,632.81	2,154.69	22,355.78	3.87%	Low	Semi-Annual
USA TREASURY NTS	91282CMB4		AA+	3/26/2026	12/15/2027	624	1,253,375.00	1,251,074.22	2,300.78	14,697.80	3.99%	Low	Semi-Annual
USA TREASURY NTS	91282CGH8		AA+	3/26/2026	1/31/2028	671	1,242,875.00	1,240,380.86	2,494.14	7,251.38	3.52%	Low	Semi-Annual
U S TREASURY NOTE	91282CQB0		AA+	3/26/2026	2/29/2028	700	1,240,137.50	1,239,697.27	440.23	3,698.63	3.40%	Low	Semi-Annual
USA TREASURY NTS	91282CMW8		AA+	3/26/2026	4/15/2028	746	1,248,287.50	1,247,851.56	435.94	21,634.61	3.76%	Low	Semi-Annual
USA TREASURY NTS	91282CND9		AA+	3/26/2026	5/15/2028	776	1,248,287.50	1,247,949.22	338.28	17,739.99	3.76%	Low	Semi-Annual
USA TREASURY NTS	91282CNH0		AA+	3/26/2026	6/15/2028	807	1,251,662.50	1,251,318.36	344.14	14,238.50	3.87%	Low	Semi-Annual
USA TREASURY NTS	91282CNY3		AA+	3/26/2026	9/15/2028	899	1,237,112.50	1,236,425.78	686.72	1,948.88	3.41%	Low	Semi-Annual
U S TREASURY NOTE	91282CPC9		AA+	3/26/2026	10/15/2028	929	1,240,287.50	1,239,550.78	736.72	20,192.31	3.53%	Low	Semi-Annual
USA TREASURY NTS	91282CEM9		AA+	3/26/2026	4/30/2029	1126	1,215,237.50	1,214,501.95	735.55	15,089.78	2.96%	Low	Semi-Annual
U S TREASURY NOTE	91282CGB1		AA+	3/26/2026	12/31/2029	1371	1,249,175.00	1,248,339.84	835.16	12,176.28	3.88%	Low	Semi-Annual
USA TREASURY NTS	91282CMG3		AA+	3/26/2026	1/31/2030	1402	1,265,825.00	1,264,648.44	1,176.56	8,805.25	4.20%	Low	Semi-Annual
U S TREASURY NOTE	91282CGQ8		AA+	3/26/2026	2/28/2030	1430	1,254,737.50	1,253,613.28	1,124.22	4,347.83	3.98%	Low	Semi-Annual
U S TREASURY NOTE	91282CGS4		AA+	3/26/2026	3/31/2030	1461	1,237,062.50	1,236,181.64	880.86	123.80	3.66%	Low	Semi-Annual
USA TREASURY NTS	91282CNG2		AA+	3/26/2026	5/31/2030	1522	1,254,250.00	1,248,388.67	5,861.33	16,758.24	3.99%	Low	Semi-Annual
USA TREASURY NTS	91282CNK3		AA+	3/26/2026	6/30/2030	1552	1,248,100.00	1,241,992.19	6,107.81	12,176.28	3.88%	Low	Semi-Annual
U S TREASURY NOTE	91282CHR5		AA+	3/26/2026	7/31/2030	1583	1,253,950.00	1,248,046.88	5,903.12	8,287.29	3.99%	Low	Semi-Annual
USA TREASURY NTS	91282CJQ5		AA+	3/26/2026	12/31/2030	1736	1,239,312.50	1,232,958.98	6,353.52	11,783.50	3.78%	Low	Semi-Annual
USA TREASURY NTS	91282CJX0		AA+	3/26/2026	1/31/2030	1402	1,252,537.50	1,246,191.41	6,346.09	8,287.29	3.99%	Low	Semi-Annual
						TOTAL	**30,153,870.00**	**30,078,885.48**	**74,984.52**	**239,860.90**			
CORPORATE BONDS													
TOYOTA MTR CR CORP	89236TNG6		A+	3/26/2026	5/14/2027	409	1,254,925.00	1,254,137.50	787.50	21,406.25	4.48%	Low	Semi-Annual
CHEVRON USA INC	166756BG0		AA-	3/26/2026	8/13/2027	500	1,249,700.00	1,250,000.00	(300.00)	6,583.34	3.95%	Low	Semi-Annual
TEXAS INSTRUMENTS INC	882508BC7		A+	3/26/2026	11/3/2027	582	1,229,675.00	1,229,587.50	87.50	14,902.78	2.95%	Low	Semi-Annual
CATERPILLAR FINL SVCS	14913UAY6		N/A	3/26/2026	3/3/2028	703	1,256,162.50	1,254,025.00	2,137.50	4,277.78	4.38%	Low	Semi-Annual
AMAZON COM INC	023135CS3		AA	3/26/2026	11/20/2028	965	1,244,662.50	1,240,625.00	4,037.50	17,739.59	3.92%	Low	Semi-Annual
ALPHABET INC	02079KBJ5		AA+	3/26/2026	2/15/2029	1052	1,239,262.50	1,235,800.00	3,462.50	6,166.66	3.73%	Low	Semi-Annual
TOYOTA MTR CR	89236TPQ2		A+	3/26/2026	3/13/2029	1078	1,242,500.00	1,240,662.50	1,837.50	2,531.25	4.07%	Low	Semi-Annual
BK OF AMERICA CORP	06055JQT9		A-	3/26/2026	3/19/2029	1084	1,488,390.00	1,490,625.00	(2,235.00)	2,125.01	4.28%	Low	Monthly
MASTERCARD INCORPO	57636QAM6		A+	3/26/2026	6/1/2029	1158	1,204,750.00	1,201,325.00	3,425.00	12,291.66	3.06%	Low	Semi-Annual
PEPSICO INC	713448EL8		A+	3/26/2026	7/29/2029	1216	1,188,462.50	1,185,087.50	3,375.00	5,651.04	2.76%	Low	Semi-Annual
STATE STR CORP	857477DB6		A	3/26/2026	4/24/2030	1485	1,355,999.55	1,353,529.80	2,469.75	28,143.95	4.76%	Low	Semi-Annual
META PLATFORMS INC	30303MAB8		AA-	3/26/2026	11/15/2030	1690	1,237,875.00	1,234,937.50	2,937.50	21,583.34	4.24%	Low	Semi-Annual
ALPHABET INC	02079KBK2		AA+	3/26/2026	2/15/2031	1782	1,241,312.50	1,235,650.00	5,662.50	6,833.34	4.13%	Low	Semi-Annual
AMAZON COM	023135DD5		AA	3/26/2026	3/13/2031	1808	1,240,787.50	1,236,475.00	4,312.50	3,098.96	4.28%	Low	Semi-Annual
						TOTAL	**17,674,464.55**	**17,642,467.30**	**31,997.25**	**153,334.95**			
MORTGAGE BACKED SECURITIES													
FHLMC REMIC SERIES	3137FCJK1		AA+	3/26/2026	11/25/2027	604	1,234,853.25	1,233,105.47	1,747.78	3,440.63	3.34%	Low	Semi-Annual
FED HOME LOAN MTG	3137FHPJ6		AA+	3/26/2026	7/25/2028	847	1,243,489.63	1,240,625.00	2,864.63	4,089.59	3.95%	Low	Semi-Annual
FED HOME LOAN MTG	3137FJEH8		AA+	3/26/2026	8/25/2028	878	1,421,595.89	1,419,666.02	1,929.87	4,647.50	3.92%	Low	Semi-Annual
FNMA BL0222	3140HRG80		AA+	3/26/2026	6/1/2029	1158	1,656,441.00	1,657,399.41	(958.41)	5,248.33	3.80%	Low	Semi-Annual
FHLMC REMIC SERIES	3137FPHK4		AA+	3/26/2026	8/25/2029	1243	1,184,364.13	1,179,882.81	4,481.32	2,526.04	2.56%	Low	Semi-Annual
FED HOME LOAN MTG	3137FQ3A9		AA+	3/26/2026	9/25/2029	1274	1,191,235.63	1,187,060.55	4,175.08	2,784.38	2.80%	Low	Semi-Annual
FHLMC GD	3132XFUA4		AA+	3/26/2026	10/1/2029	1280	502,636.60	501,212.50	1,424.10	1,767.50	4.22%	Low	Semi-Annual
FHLMC REMIC SERIES	3137HKQC1		AA+	3/26/2026	1/25/2030	1396	1,260,334.88	1,257,910.16	2,424.72	4,664.59	4.44%	Low	Semi-Annual
FHLMC MULTIFAMILY	3137HMCK4		AA+	3/26/2026	7/25/2030	1577	1,252,002.88	1,249,707.03	2,295.85	4,468.75	4.28%	Low	Semi-Annual
FNMA	3140Q0F98		AA+	3/26/2026	8/1/2030	1584	1,272,050.00	1,271,679.69	370.31	4,916.66	4.64%	Low	Semi-Annual
F H L M C MULTICLASS MTG	3137HNNC8		AA+	3/26/2026	9/25/2030	1639	1,253,734.63	1,251,269.53	2,465.10	4,520.84	4.33%	Low	Semi-Annual
						TOTAL	**13,472,738.52**	**13,449,518.17**	**23,220.35**	**43,074.81**			

US AGENCIES												
FEDERAL FARM CREDIT BANK	3133EML67		AA+	6/22/2021	6/22/2026	83	993,400.00	997,500.00	(4,100.00)	2,200.00	0.81%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANFU9		AA+	7/30/2021	7/29/2026	120	990,730.00	1,000,000.00	(9,270.00)	1,463.89	0.86%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANW71		AA+	9/23/2021	9/23/2026	176	986,970.00	1,000,000.00	(13,030.00)	224.44	1.02%	Low	Semi-Annual
FEDERAL FARM CREDIT BKS	3133ENBK5		AA+	3/26/2026	10/20/2026	203	985,560.00	997,000.00	(11,440.00)	5,098.33	1.16%	Low	Semi-Annual
FEDERAL FARM CREDIT BKS	3133ENFP0		AA+	3/26/2026	11/30/2026	244	984,910.00	1,005,450.00	(20,540.00)	4,907.22	1.48%	Low	Semi-Annual
FED FARM CREDIT	3133EWFV7		AA+	3/26/2026	3/6/2029	1071	1,238,787.50	1,235,937.50	2,850.00	3,055.55	3.55%	Low	Semi-Annual
FED HOME LOAN BK	3130APGE9		AA+	3/26/2026	10/26/2029	1305	1,400,430.00	1,397,640.00	2,790.00	12,270.84	2.04%	Low	Semi-Annual
FEDERAL HOME LOAN BANKS	3130BA4U8		AA+	3/26/2026	3/27/2031	1822	1,029,848.25	1,024,487.50	5,360.75	469.79	4.11%	Low	Semi-Annual
						TOTAL	**8,610,635.75**	**8,658,015.00**	**(47,379.25)**	**29,690.06**			
COMMERICAL PAPER													
TOYOTA MTR CR CORP	89233HHR8		A-1	3/26/2026	8/25/2026	147	491,976.25	492,200.83	(224.58)	0.00	0.00%	Low	Semi-Annual
MIZUHO BK LTD NEW YORK BRH	60710WHS6		A-1	3/26/2026	8/26/2026	148	983,843.33	983,186.67	656.66	0.00	0.00%	Low	Semi-Annual
MIZUHO BK LTD	60710WJM7		A-1	3/26/2026	9/21/2026	174	1,244,650.00	1,243,810.35	839.65	0.00	0.00%	Low	Semi-Annual
NATIXIS DISC COML	63873KL47		A-1	3/26/2026	11/4/2026	218	2,440,314.50	2,440,201.40	113.10	0.00	0.00%	Low	Semi-Annual
LLOYDS BANK CORPORATE MKTS	53948BLK3		A-1	3/26/2026	11/19/2026	233	974,046.38	973,222.22	824.16	0.00	0.00%	Low	Semi-Annual
MUFG BANK LTD NY BRA	6247MMQ3		A-1	3/26/2026	12/24/2026	268	2,425,369.43	2,427,044.44	(1,675.01)	0.00	0.00%	Low	Semi-Annual
						TOTAL	**8,560,199.89**	**8,559,665.91**	**533.98**	**0.00**			
NEGOTIABLE CERTIFICATES OF DEPOSIT:													
Capital One Bank USA Nat'l Assn	14042TEH6	33954		12/8/2021	12/8/2026	252	243,612.88	248,000.00	(4,387.12)	968.22	1.27%	Low	Monthly
Capital One Nat'l Assn McLean	14042RQN4	4297		12/8/2021	12/8/2026	252	243,612.88	248,000.00	(4,387.12)	968.22	1.27%	Low	Monthly
Toyota Finl Svgs Bk Hend Nv	89235MMH1	57542		12/9/2021	12/9/2026	253	243,595.52	248,000.00	(4,404.48)	959.73	1.27%	Low	Monthly
						TOTAL	**730,821.28**	**744,000.00**	**(13,178.72)**	**2,896.17**			
TOTAL CITY INVESTMENTS (under U.S. Bank Safekeeping)							**79,202,729.99**	**79,132,551.86**	**70,178.13**	**468,856.89**			
MONEY MARKET/OVERNIGHT SWEEP ACCOUNTS:													
U.S. Bank - First American Treasury Obligation				3/31/2026	4/1/2026	1	345,487.63	345,487.63	0.00	167,580.48	3.60%	Low	Monthly
						TOTAL	**345,487.63**	**345,487.63**	**0.00**	**167,580.48**			
LAIF INVESTMENTS:													
General Fund Pooled Accounts				3/31/2026	4/1/2026	1	17,374,411.50	17,374,744.55	(333.05)	170,182.22	3.98%	Low	Quarterly
Housing Authority				3/31/2026	4/1/2026	1	45,899.08	45,899.96	(0.88)	449.80	3.98%	Low	Quarterly
						TOTAL	**17,420,310.58**	**17,420,644.51**	**(333.93)**	**170,632.02**			
TOTAL INVESTMENTS							**96,968,528.20**						
								96,898,684.00					
TOTAL UNREALIZED GAIN/(LOSS)									**69,844.20**				
TOTAL ACCRUED INTEREST										**807,069.39**			

Note (1) - The accrued interest is the City's estimate of interest based on the rate and ending balance. The actual amounts are different.

COST - LAIF POOLED @ 3/31/26	**$165,921,238,666.45**
MARKET VALUE - LAIF POOLED @ 3/31/26	**$165,918,058,193.55**
MARKET VALUE TO BOOK RATIO - LAIF	**99.99808%**
MARKET VALUE - CITY OF SOUTH GATE @ 3/31/26	**17,420,310.58**

Office of the
South Gate City Clerk

MAY 21 2026

FILED
12:28pm

Item No. 21

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **May 26, 2026**
Originating Department: **Office of the City Clerk**

City Clerk: Yodit Glaze ***City Manager:*** Rob Houston

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION: The City Council will consider approving:

a. The Special and Regular Meeting Minutes of April 14, 2026;
b. The Regular Continued Meeting Minutes from April 14 to April 20, 2026; and
c. The Special and Regular Meeting Minutes of April 28, 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, APRIL 14, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:00 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, 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 CERTIFICATE OF APPRECIATION The City Council recognized the South Gate Police Officer Recipients of the California Highway Patrol 10851 Award.

2 PROCLAMATION The City Council issued a Proclamation declaring April 2026, as Autism Awareness Month.

3 PROCLAMATION The City Council issued a Proclamation declaring April 12-18, 2026, as National Public Safety Telecommunicator's Week.

4 PROCLAMATION The City Council issued a Proclamation declaring April 22, 2026, as 21st Annual Earth Day.

CLOSED SESSION The Council Members recessed into Closed Session at 5:26 p.m. and reconvened at 6:40 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(c)

   a. Anticipated Litigation (1) case

Item 1(a) involves a zoning issue within the city. There is no reportable action taken in connection with that matter.

2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
   Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(c), 54956.9(d)(1)(4)

   a. Robert Mendoza vs COSG
   b. Jonathan Dominic Aguilar vs COSG, et al.
   c. Southern California Edison Company vs Various Counties

On item 2(a), the city received a report with respect to a potential resolution on that matter. On a motion made by Council Member Hurtado and seconded by Mayor Barron, City Council moved to approve a tentative settlement on that matter. The vote was 4-1, with Council Member Rios abstaining from that decision.

Item 2(b) involves a car versus car accident on Tweedy Boulevard near Truba Avenue in the year 2024. After a presentation by the City Attorney, the City Council made a motion to retain counsel to defend that matter. The motion was made by Councilwoman Davila and seconded by Council Member Hurtado and the vote was 5-0.

Item 2(c) is a claim by Southern California Edison against the State Board of Equalization including several counties and cities in the state. The allegation in the complaint is that the properties that are owned by Edison were appraised at a higher value than their worth. Edison is seeking to recover the over appraisal of those properties. By law, they are required to notify any of the affected agencies that may have received revenue from that over appraisal. South Gate is one of those along with many other cities in the respective counties that are involved. The City of South Gate was given the opportunity to actively participate in this or to monitor this matter without active participation. There was a motion made by Vice Mayor Rios not to intervene in the action but to monitor the case very closely and seconded by Mayor Barron. The vote was 5-0 to agree with Vice Mayor Rios' motion.

ADJOURNMENT Mayor Barron unanimously adjourned the meeting at 6:43 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, APRIL 14, 2026

CALL TO ORDER	Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:43 p.m.
INVOCATION	Tina De La Rosa, Acting Director of Parks & Recreation
PLEDGE OF ALLEGIANCE	Jon F. Hamilton, Director of Human Resources
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
PLEASE NOTE:	All Agenda Items listed below, except for items 5 and 12, were unanimously continued to April 20, 2026, at 5:30 p.m.

PRESENTATION

1 **BUDGET ADMIN**	The City Council considered receiving and filing a presentation on Budget Reduction from Community Development, Parks & Recreation, Administration/City Clerk and Action by Council.
2 **ELECTION ADMIN/ BUDGET ADMIN**	The City Council considered: a. Adopting a Resolution submitting ballot measure text for the Utility Users Tax Measure to the Voters at the November 3, 2026 General Municipal Election, request that the Los Angeles County Board of Supervisors ("Board of Supervisors") authorize the Los Angeles County Registrar-Recorder / County Clerk ("County Elections Official") to render all services necessary to conduct the Election, allow for Ballot Arguments, and an Impartial Analysis; and b. Reviewing the draft Ordinance for voter consideration of the Utility Users Tax.

CONSENT CALENDAR Agenda Items 3, 4, 5, 6, 7, 8, 9, 10, and 11.

3
MUNICIPAL CODE ADMIN The City Council considered:

a. Find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to the General Rule Exemption under CEQA Guidelines Section 15061(b)(3), as there is no possibility that the ordinance amendment may have a significant effect on the environment, and as a Class 1 Categorical Exemption under CEQA Guidelines Section 15301 (Existing Facilities), as the amendment involves only a minor change to the administrative hours of operation of existing park facilities with no physical alteration to the environment. The City Clerk is directed to file a Notice of Exemption with the County Clerk within five (5) working days of adoption.

b. Waive further reading and adopt Ordinance No. 2026-02-CC amending Section 7.49.150 of Chapter 7.49 of the South Gate Municipal Code relating to curfews in municipal parks.

4
MUNICIPAL CODE ADMIN/ ENERGY SAVINGS PROGRAMS The City Council considered:

a. Find that the proposed addition to the South Gate Municipal Code adds provisions that are administrative in nature, do not approve any physical development, and do not have the potential to result in individually or cumulatively significant effects on the environment, and therefore, the passage of this ordinance is exempt from California Environmental Quality Act ("CEQA") review under the General Rule that CEQA only applies to projects with the potential to cause a significant effect on the environment and thus no environmental analysis or review is necessary- CEQA Guidelines Section 15061(b)(3). The City Clerk is directed to file a Notice of Exemption with the County Clerk within five (5) working days of adoption.

b. Waive further reading and adopt Ordinance No. 2026-03-CC amending Title 9 (Buildings) of the South Gate Municipal Code by the addition of new Chapter 9.14 establishing a Streamlined Permitting Process for Electric Vehicle Charging Stations, consistent with California Government Code Section 65850.7 (AB 1236).

5
LICENSES & PERMITS

The City Council approved items A, B & C by motion of Council Member Davila and seconded by Council Member Hurtado:

a. Resolution No. 2026-13-CC entitled Resolution of the City Council of the City of South Gate, California, declaring the City's intent to grant a ten-year franchise to Torrance Pipeline Company, LLC ("TPC") with provisions governing the use, maintenance, repair, replacement, relocation, and removal of a single pipeline and related appurtenances beneath specified public streets for the transmission and distribution of oil and oil products;

b. Authorized the Mayor to execute the Resolution in a form acceptable to the City Attorney; and

c. Approved the scheduling of a Public Hearing for May 12, 2026, to consider the introduction of an Ordinance granting the proposed franchise.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Mayor Barron, yes; Vice Mayor Rios, recused.

6
CITY COUNCIL APPOINTMENTS

The City Council considered adopting a Resolution appointing City Council Member Maria Davila to serve as the City's Voting Director to the Independent Cities Risk Management Authority ("ICRMA") Board, appointing the Director of Human Resources to serve as the first alternate Voting Director to the ICRMA Board, and appointing the Deputy Director of Human Resources to serve as the second alternate Voting Director to the ICRMA Board.

7
TRANSPORTATION PLANNING/ADMIN

The City Council considered:

a. Approving a License Agreement with Los Angeles Department of Water and Power ("LADWP") to obtain authorization to construct sidewalk improvements as a part of the I-710 Firestone Boulevard Southbound On Ramp Modification, City Project No. 354-ST, and provide compensation to LADWP in the amount of $28,590 for the two-year term agreement; and

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

8
STREETS/SIDEWALKS/ LANDSCAPING

The City Council considered:

a. Approving Contract Change Order No. 15 to Contract No. 2024-56-CC with Sequel Contractors, Inc., to fund the accelerated construction schedule of 145 working days previously approved by the City Council at the time of contract award of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, for an amount not to $350,000; and

b. Approving Contract Change Order No. 16 to Contract No. 2024-56-CC with Sequel Contractors, Inc., to reconcile final construction quantities, including bid item overruns and underruns, for the Tweedy Mile Complete Streets Project, City Project No. 614-ST., in an amount not to exceed $144,793; and

c. Appropriating $500,000 in Proposition C Funds to fund the cost of Contract Change Orders Nos. 15 and 16, and staff time for the Tweedy Mile Complete Streets Project, City Project No. 614-ST; and

d. Authorizing the City Manager to execute Contract Change Order Nos. 15 and 16.

9
STREETS/SIDEWALKS/ LANDSCAPING

The City Council considered:

a. Approving the Memorandum of Understanding with the City of Lynwood for the Tweedy Boulevard Complete Street Phase II, City Project No. 717-ST; and

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

10
INVESTMENT ADMIN

The City Council considered receiving and filing the Quarterly Investment Report for the quarter ended December 31, 2025.

11
GENERAL PLAN

The City Council considered:

a. Receiving and filing the General Plan and Housing Element Annual Progress Reports ("APRs") for calendar year 2025; and

b. Directing staff to file the APRs to the State Department of Housing and Community Development ("HCD") and Office of Planning and Research ("OPR") prior to the April 1, 2026, deadline. arrant Register for April 14, 2026, by motion of Council Member Hurtado and seconded by Council Member Davila.

12
WARRANTS

The City Council unanimously approved the Warrant Register for April 14, 2026, by motion of Council Member Hurtado and seconded by Council Member Davila.

Total of Checks:	$ 2,583,312.38
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (394,465.44)
Grand Total:	$ 2,188,846.94

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 continue the Regular City Council Meeting including the agenda items that were not addressed this evening to Monday, April 20, 2026, at 5:30 p.m., and seconded by Mayor Barron at 12:16 a.m.

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
APRIL 14, 2026 TO APRIL 20, 2026
MINUTES
MONDAY, APRIL 20, 2026

CALL TO ORDER Joshua Barron, Mayor called a Regular City Council Meeting to order at 5:30 p.m.

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

PLEDGE OF ALLEGIANCE Jon F. Hamilton, Director of Human Resources

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

PRESENTATION

1
BUDGET ADMIN

The City Council received and filed a presentation on Budget Reduction from Community Development, Parks & Recreation, Administration/City Clerk and Action by Council.

Staff's recommendation, the additions of maintaining programs proposed by the Vice Mayor and retaining the pre-sale inspection were approved by motion of Mayor Barron and seconded by Vice Mayor Rios.

ROLL CALL: Council Member Avalos, no; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

2
ELECTION ADMIN/ BUDGET ADMIN

The City Council approved items A & B by motion of Council Member Davila and seconded by Council Member Hurtado:

a. Adopting Resolution No. 2026-14-CC submitting ballot measure text for the Utility Users Tax Measure to the Voters at the November 3, 2026 General Municipal Election, request that the Los Angeles County Board of Supervisors ("Board of Supervisors") authorize the Los Angeles County Registrar-Recorder / County Clerk ("County Elections Official") to render all services necessary to conduct the Election, allow for Ballot Arguments, and an Impartial Analysis; and

2
ELECTION ADMIN/
BUDGET ADMIN
CONT'D

b. Reviewing the draft Ordinance for voter consideration of the Utility Users Tax.

ROLL CALL: Council Member Avalos, no; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

RECESS

Prior to the conclusion of item 2, the City Council recessed at 6:52 p.m., and reconvened at 7:00 p.m., with all Members of Council present.

IN PERSON PUBLIC COMMENT:

Thomas Buckley expressed concerns regarding the proposed Utility Users Tax (UUT), stating that the increase would financially burden residents through increased utility and telecommunications costs. Mr. Buckley also disagreed with the characterization of the City's financial condition as a "fiscal emergency," and commented on the City's fiscal management and prior financial reports regarding projected deficits.

Nelson Hermocillo commented on consultant services related to Dorothy Avenue, expressing concern regarding the cost of the consultant contract and requesting that the consultant publicly present the results of its survey or study. Mr. Hermosillo also commented on the proposed Utility Users Tax (UUT), stating that while additional revenue may be needed, the city should further evaluate and reduce expenditures, including conference travel, memberships, printing, and mailing costs. Mr. Hermosillo encouraged the City Council and department directors to exercise greater budget scrutiny and expressed concern regarding the City's long-term financial sustainability.

Yancy Lopez, a South Gate business owner, spoke in opposition to the proposed 7% Utility Users Tax (UUT) and against placing the measure on the ballot. Mr. Lopez expressed concern regarding the financial impact the tax would have on residents and small businesses through increased utility costs and stated that the tax would disproportionately affect lower-income households. Mr. Lopez also commented on the City's budget deficit, stating that additional review of internal spending decisions and fiscal management should occur prior to implementing a new tax measure. Additionally, Mr. Lopez questioned the survey data referenced in support of the proposal, noting that the survey represented a small percentage of the City's population.

IN PERSON PUBLIC COMMENT CONT'D

Jennifer Daly, representing the nonprofit organization Sell for a Better Tomorrow, spoke in opposition to the proposed Utility Users Tax (UUT). Ms. Daly expressed concerns regarding the City's budget deficit, transparency related to the consultant survey concerning the proposed tax, and the City's code enforcement efforts involving truck yard operations. Ms. Daly also commented on public safety concerns, City expenditures, and accountability, and urged the city to release additional information and improve transparency prior to placing a tax measure before voters.

Jimmy Ozaeta, a South Gate resident, spoke in opposition to the proposed Utility Users Tax (UUT), expressing concerns regarding the City's fiscal management, budget decisions, and use of reserve funds. Mr. Ozaeta commented on prior staffing and hiring decisions, the financial challenges faced by residents and local businesses, and the potential impact of the proposed tax on the community. Mr. Ozaeta further stated that he did not believe the UUT represented a long-term financial solution for the City.

Liz Ruiz, a South Gate resident and property owner, spoke in support of placing the proposed Utility Users Tax (UUT) measure on the ballot. Ruiz shared personal experiences regarding financial hardship and stated that he previously supported Measure P due to the importance of funding City services and programs. Ruiz expressed support for maintaining public services, parks, public safety, and infrastructure improvements, and encouraged the community to support the proposed measure to assist the City with ongoing financial challenges and service needs.

Robert Montalvo, a South Gate resident, spoke in opposition to the proposed Utility Users Tax (UUT) and expressed concerns regarding transparency, consultant expenditures, and City spending practices. Mr. Montalvo commented on the use of Measure P funds, the City's financial management, and the potential impact of the proposed tax on low-income residents. Mr. Montalvo also referenced a prior Public Records Act request and stated concerns regarding accountability and public trust.

Brandon Williams, representing MEA and City employees, spoke in support of the proposed Utility Users Tax (UUT). Mr. Williams commented that neighboring cities also impose utility users' taxes and expressed the view that South Gate residents already contribute to similar taxes when spending money in surrounding communities. Mr. Williams also addressed concerns regarding City spending and fiscal management, stating that allegations of overspending or corruption should be supported by evidence and encouraging further discussion based on documented financial information.

IN PERSON PUBLIC COMMENT CONT'D

Edgar Pelayo commented on the proposed Utility Users Tax (UUT), comparing the proposed measure to Measure P and expressing concerns regarding how prior tax revenues were utilized. The speaker questioned whether funds generated from previous measures resulted in visible improvements to public safety, parks, youth programs, streets, and other community services, and expressed concerns regarding transparency, accountability, and public trust related to City spending. The speaker also stated that discussions regarding the measure should occur publicly so that the community could hear responses to questions regarding the proposed tax and use of City funds.

Robin Logan, a South Gate resident, spoke in support of moving forward with consideration of the proposed Utility Users Tax (UUT) measure. Ms. Logan commented on the City's financial challenges, public safety services, insurance and liability costs, and the importance of maintaining City services and staffing levels. Ms. Logan also expressed concern regarding delays in addressing the City's fiscal issues and encouraged the community to prioritize funding for essential services and public safety.

David Berrios expressed support for the proposed Utility Users Tax (UUT), stating that the measure would provide a stable funding source for essential City services, including public safety, streets, and other municipal services. The speaker further commented that the tax would distribute costs among users of utility services and emphasized the importance of transparency and accountability.

Joanna Monterosa, Vice President of the Professional Mid-Management Association, spoke in support of the proposed Utility Users Tax (UUT). Ms. Monterosa commented on the City's rising insurance costs and financial challenges and stated that the UUT would help maintain City services and progress achieved in recent years. Ms. Monterosa also expressed concern regarding misinformation shared on social media and encouraged the City Council to move forward with the proposed measure.

Richard Ludt, a South Gate resident, spoke regarding the City's financial condition and the proposed Utility Users Tax (UUT). Mr. Lute stated that the City's revenues have remained largely unchanged since 2008 while operational costs, including insurance, have increased significantly. Mr. Lute expressed support for providing voters the opportunity to consider the proposed measure and commented that the City should improve its public communication regarding the causes of the current fiscal challenges and the need for additional revenue.

IN PERSON PUBLIC COMMENT CLOSED:

EMAILED COMMENTS RECEIVED

The City Clerk reported receipt of written correspondence regarding the proposed Utility Users Tax (UUT). Correspondence included opposition to the proposed measure, concerns regarding senior exemption provisions, questions regarding the use of funds and the City's long-term financial planning, and comments regarding the timing of the proposed tax measure and potential appointments to the ad hoc community finance committee. The City Clerk further noted that correspondence from Robert Montalvo would not be read into the record as Mr. Montalvo was present at the meeting and provided public comment.

BACK TO COUNCIL FOR COMMENTS

Councilwoman Davila stated that the city is facing a fiscal emergency and expressed support for moving forward with placing the proposed Utility Users Tax (UUT) measure on the November ballot. Councilwoman Davila commented on the City's rising operational costs, the need to maintain City services, and the importance of educating the community regarding the proposed measure. Councilwoman Davila further stated that the city had been operating with the same revenue structure since 2008 despite increased costs and made a motion to place the proposed measure on the ballot.

Councilmember Avalos acknowledged community participation and concerns regarding public trust, transparency, accountability, and the City's long-term financial planning. Councilmember Avalos noted that while City revenues have increased since 2008, expenditures have increased at a greater rate. Councilmember Avalos further discussed concerns regarding the potential financial impact on residents, the absence of guarantees regarding future financial needs, and the possibility of including a sunset provision for the proposed measure. Councilmember Avalos also questioned whether additional funding generated from Measure P had resulted in dedicated funding for streets and sidewalks and discussed the City's current fiscal limitations. Additionally, Councilmember Avalos expressed concern regarding exemption provisions within the proposed ordinance, noting that low-income families were not included in the exemption language and questioning how senior exemptions would be guaranteed and implemented.

Vice Mayor Rios thanked the public for their participation and discussed the City's ongoing fiscal challenges, noting that many other cities and public agencies are experiencing similar financial pressures. Vice Mayor Rios stated that operational costs, including pensions and insurance, have increased significantly over time while City revenues have not kept pace.

BACK TO COUNCIL FOR COMMENTS CONT'D

Vice Mayor Rios further commented that the proposed Utility Users Tax (UUT) would provide additional revenue needed to maintain City services and programs and emphasized that the proposed measure would ultimately be decided by voters. Vice Mayor Rios also addressed concerns raised regarding City spending, Measure P revenues, and allegations of financial mismanagement, stating that the City has attempted to address fiscal challenges while minimizing impacts on residents. Additionally, Vice Mayor Rios referenced the formation of a citizens' ad hoc finance committee and expressed support for continued financial planning and community outreach regarding the proposed measure.

Councilmember Hurtado discussed the City's limited share of property tax revenues and ongoing structural budget deficit, noting that rising operational costs and stagnant revenues have impacted the City for many years. Councilmember Hurtado referenced discussions with the Los Angeles County Assessor regarding the City's financial limitations and stated that the City has historically operated with frozen and unfilled positions in an effort to live within its financial means. Councilmember Hurtado further discussed the adoption of Measure P, stating that it was approved to address increasing service demands and rising costs. Councilmember Hurtado stated that placing the proposed Utility Users Tax (UUT) measure on the ballot would allow voters to determine whether additional revenue should be generated to maintain City services and programs. Additionally, Councilmember Hurtado addressed concerns regarding misinformation related to City expenditures and encouraged residents to review publicly available financial documents and participate in discussions regarding the City's finances.

COMMENTS FROM THE AUDIENCE – NON-AGENDA ITEMS

Robin Logan expressed concerns regarding pedestrian safety after describing a recent incident involving a vehicle failing to stop while the resident was lawfully crossing the street at a signalized intersection. The resident stated that they do not feel safe walking within the community and encouraged additional traffic enforcement, public safety measures, and staffing resources, including police and code enforcement personnel. The resident also expressed appreciation for the Council's consideration of pedestrian safety improvements and made lighthearted comments regarding the length of Council meetings.

Jimmy Ozaeta, a South Gate resident, spoke regarding concerns related to transparency and public trust. He referenced expenditures associated with the South Gate Police Department mounted unit and stated concerns regarding prior statements about related City costs. Ozaeta also commented on a Public Records Act request concerning survey results

COMMENTS FROM THE AUDIENCE – NON-AGENDA ITEMS CONT'D

related to the proposed Utility Users Tax (UUT), expressing concerns regarding the availability of survey documentation and the release of taxpayer-funded information. He further stated concerns regarding accountability, disclosure of public information, and public confidence in City governance.

Edgar Pelayo commented on the proposed Habitat for Humanity project on Long Beach Boulevard and requested additional public information regarding the project's funding sources, including City contributions, use of City-owned property, and potential use of Community Development Block Grant (CDBG) funds. The speaker also requested information regarding anticipated property tax revenue generated by the project and expressed interest in a public presentation outlining the project's financial impact, community benefits, transparency, and accountability.

Jennifer Daly, representing SELA for a Better Tomorrow, commented on issues related to transparency and accountability concerning the City's finances. Ms. Daly asked whether the City would consider conducting an independent forensic audit in addition to standard annual financial audits and questioned whether additional review should occur prior to raising taxes on residents.

Liz Ruiz commented on the potential reduction of City-sponsored events and programs due to the City's financial challenges. Mrs. Ruiz expressed appreciation for Parks and Recreation staff and shared positive experiences attending City events with her family, including recent Easter activities. Ms. Ruiz also encouraged continued community engagement and attendance at City events by Councilmembers.

The City Clerk reported receipt of written correspondence from Osbaldo Pichardo regarding allegations that audio from February 24, 2026, City Council meeting had been altered. Mr. Pichardo stated that the recording originated from the City's official YouTube broadcast and requested transparency and clarification regarding whether an investigation had been conducted.

The City Clerk reported receipt of written correspondence from Mario Dominguez regarding virtual meeting platforms. Mr. Dominguez expressed concern regarding staff recommendations related to Microsoft Teams versus Zoom and advocated for the return of Zoom for public meetings, stating that the decision should prioritize public access and community input.

COMMENTS FROM THE AUDIENCE – NON-AGENDA ITEMS CONT'D

The City Clerk reported receipt of written correspondence from Armando Velasquez, on behalf of South Gate Colonies, announcing that the Golden Apple Heart of Hero Award ceremony had been rescheduled to May 29 due to delays related to LAUSD nominations. Mr. Velasquez also provided updated event, sponsorship, and ticket information.

The City Clerk reported receipt of written correspondence from Anthony Madrid, a South Gate resident and business owner, providing recommendations related to transparency, economic development, workforce initiatives, and infrastructure investment intended to support balanced growth and community outcomes.

The City Clerk reported receipt of written correspondence from Robert Montalvo regarding the City's response to a Public Records Act request concerning a Teams events contract and matters related to the proposed Utility Users Tax (UUT). Mr. Montalvo questioned the lack of supporting documentation and requested confirmation that a comprehensive records search had been conducted.

The City Clerk reported receipt of written correspondence from Claudia Rivera regarding Councilmember reimbursement and expense practices. Ms. Rivera expressed concerns related to fiscal responsibility and referenced Councilmember meal, travel, and reimbursement expenditures.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Public Works Director Cervantes reported that he had nothing to report.

Parks and Recreation staff provided updates regarding recent and upcoming community programs and events, including the Easter Fest and Easter Splash events, Teen Discovery trips, golf night activities, new recreation programs at Eastside Park and the new park site, yoga and pickleball classes, upcoming art classes, the Miss South Gate pageant, Special Olympics activities, the museum art exhibit, the Spring Fun Run, the Feet Soccer USA grand opening, JA Opening Day, the Artists Fitness Expo, Parks Open House, and the upcoming Mariachi Festival. Staff also thanked the City Council for its continued support of Parks and Recreation programming.

Community Development Director Gabriel Perez announced an upcoming community engagement meeting regarding the potential repurposing of the former courthouse building into a community resilience center. Mr. Perez explained that the project could include applying for state grant funding to rehabilitate the building for use during emergencies and for community-serving programs and activities. The meeting was scheduled for April 30, 2026, at the Civic Center building.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Administrative Services Director Frausto reported that he had nothing to report.

Human Resources staff reported that they had nothing to report.

Police Chief Arana stated that he had no formal report but addressed concerns regarding the Police Department mounted unit, noting that the intent was for the program to operate as a volunteer and donation-funded unit. Chief Arana stated that the matter would be reviewed further regarding startup expenses and reimbursement.

The City Manager addressed concerns related to Public Records Act requests and transparency, stating that the City follows established procedures for responding to records requests and makes efforts to provide responsive documents following legal review. The City Manager further stated that the City welcomes public participation and provides opportunities for public comment beyond minimum legal requirements. Additionally, the City Manager recognized the late Pastor Brady, acknowledging his longstanding involvement and contributions to the City and community.

City Treasurer De La Paz requested that staff provide a future presentation regarding proposed virtual meeting platforms and related features for public meetings. City Treasurer De La Paz also extended birthday wishes to the Parks and Recreation Director.

City Clerk Glaze stated that she had nothing additional to report regarding Public Records Act requests and noted that staff were continuing to evaluate options related to streaming City meetings and determining the best platform for public participation.

Councilmember Davila reported attending the Easter event, the School Safety Collaborative meeting, the State of the County event hosted by Supervisor Janice Hahn, the Miss South Gate pageant, and the Street Soccer USA grand opening event. Councilmember Davila also announced that Hub Cities had been awarded a workforce development contract following a multi-year effort and stated that the organization would continue working toward strengthening nonprofit funding opportunities and financial stability.

Councilmember Avalos reported attending a Vector Control meeting in accordance with AB 1234, during which presentations were provided regarding mosquito-borne illnesses, vector control programs, and mosquito sterilization efforts intended to reduce disease transmission.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Councilmember Hurtado reported attending an event with Assemblymember Sade Elhawary and discussions with Los Angeles County Assessor Jeff Prang regarding property tax allocations and senior protection efforts related to scams and fraud prevention.

Vice Mayor Rios reported on the recent Hub Cities funding award and highlighted the organization's role in workforce development, job training, and internship opportunities within the region. Vice Mayor Rios also requested additional information regarding the Habitat for Humanity affordable housing project on Long Beach Boulevard, including the project's community benefits and funding structure. Community Development Director Perez responded that a formal presentation and development agreement would be brought before the City Council and noted that the City-owned Housing Authority site would be developed in partnership with Habitat for Humanity. Vice Mayor Rios also discussed increased parking enforcement efforts by the Police Department following community concerns and commented on recent community events including the Street Soccer USA grand opening and Earth Day activities.

Mayor Barron reported attending the California Contract Cities Association event recognizing outgoing President Brenda Olmos, the Street Soccer USA grand opening, Earth Day activities, and the Miss South Gate pageant. Mayor Barron thanked sponsors, volunteers, businesses, and community organizations for supporting recent City events and youth programs, including scholarship support for participants in the Miss South Gate program. Mayor Barron also emphasized the importance of community stewardship and environmental awareness.

CONSENT CALENDAR

Agenda Items 3, 4, 6, 7, 8, 9, 10, and 11 were approved by motion of Vice Mayor Rios and seconded by Council Member Hurtado except for item 7. Council Member Davila seconded item 7. Items 8, 9, 10 and 11 were pulled for separate discussion. Council

ROLL CALL: Council Member Avalos, yes; Member Hurtado, yes (recused from voting on item 7); Council Member Davila, yes (recused from voting on item 8); Vice Mayor Rios, yes; Mayor Barron, yes.

3
MUNICIPAL CODE ADMIN

The City Council unanimously approved items A & B during Consent Calendar:

a. Find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to the General Rule Exemption under CEQA Guidelines Section 15061(b)(3), as there is no possibility that the ordinance amendment may have a significant effect on the environment, and as a Class 1 Categorical Exemption under CEQA Guidelines Section 15301 (Existing Facilities), as the amendment involves only a minor change to the administrative hours of operation of existing park facilities with no physical alteration to the environment. The City Clerk is directed to file a Notice of Exemption with the County Clerk within five (5) working days of adoption.

b. Waived further reading and adopted Ordinance No. 2026-02-CC entitled An Ordinance of the City Council of the City of South Gate, State of California, amending Section 7.49.150 of Chapter 7.49 of the South Gate Municipal Code relating to curfews in municipal parks.

4
MUNICIPAL CODE ADMIN/ ENERGY SAVINGS PROGRAMS

The City Council unanimously approved items A & B during Consent Calendar:

a. Find that the proposed addition to the South Gate Municipal Code adds provisions that are administrative in nature, do not approve any physical development, and do not have the potential to result in individually or cumulatively significant effects on the environment, and therefore, the passage of this ordinance is exempt from California Environmental Quality Act ("CEQA") review under the General Rule that CEQA only applies to projects with the potential to cause a significant effect on the environment and thus no environmental analysis or review is necessary- CEQA Guidelines Section 15061(b)(3). The City Clerk is directed to file a Notice of Exemption with the County Clerk within five (5) working days of adoption.

b. Waive further reading and adopt Ordinance No. 2026-03-CC entitled Ordinance of the City Council of the City of South Gate, California amending Title 9 (Buildings) of the South Gate Municipal Code by the addition of new Chapter 9.14 establishing a Streamlined Permitting Process for Electric Vehicle Charging Stations, consistent with California Government Code Section 65850.7 (AB 1236).

6
CITY COUNCIL APPOINTMENTS

The City Council unanimously adopted Resolution No. 2026-15-CC entitled A Resolution of the City Council of the City of South Gate, California, appointing City Council Member Maria Davila to serve as the City's Voting Director to the Independent Cities Risk Management Authority ("ICRMA") Board, appointing the Director of Human Resources to serve as the first alternate Voting Director to the ICRMA Board, and appointing the Deputy Director of Human Resources to serve as the second alternate Voting Director to the ICRMA Board during Consent Calendar.

7
TRANSPORTATION PLANNING/ADMIN

The City Council approved items A & B during Consent Calendar:

a. Approving a License Agreement (Contract No. 2026-26-CC) with Los Angeles Department of Water and Power ("LADWP") to obtain authorization to construct sidewalk improvements as a part of the I-710 Firestone Boulevard Southbound On Ramp Modification, City Project No. 354-ST, and provide compensation to LADWP in the amount of $28,590 for the two-year term agreement; and

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

8
STREETS/SIDEWALKS/ LANDSCAPING

The City Council approved items A, B, C & D during Consent Calendar:

a. Contract Change Order No. 15 to Contract No. 2024-56-CC with Sequel Contractors, Inc., to fund the accelerated construction schedule of 145 working days previously approved by the City Council at the time of contract award of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, for an amount not to $350,000; and

b. Contract Change Order No. 16 to Contract No. 2024-56-CC with Sequel Contractors, Inc., to reconcile final construction quantities, including bid item overruns and underruns, for the Tweedy Mile Complete Streets Project, City Project No. 614-ST., in an amount not to exceed $144,793; and

c. Appropriated $500,000 in Proposition C Funds to fund the cost of Contract Change Orders Nos. 15 and 16, and staff time for the Tweedy Mile Complete Streets Project, City Project No. 614-ST; and

d. Authorized the City Manager to execute Contract Change Order Nos. 15 and 16.

9
STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously approved items A & B during Consent Calendar:

a. Approving the Memorandum of Understanding (Contract No. 2026-27-CC) with the City of Lynwood for the Tweedy Boulevard Complete Street Phase II, City Project No. 717-ST; and

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

10
INVESTMENT ADMIN

The City Council unanimously received and filed the Quarterly Investment Report for the quarter ended December 31, 2025, approved during Consent Calendar.

11
GENERAL PLAN

The City Council unanimously approved items A & B during Consent Calendar:

a. Received and filed the General Plan and Housing Element Annual Progress Reports ("APRs") for calendar year 2025; and

b. Directed staff to file the APRs to the State Department of Housing and Community Development ("HCD") and Office of Planning and Research ("OPR") prior to the April 1, 2026, deadline.

ADJOURNMENT

Council Member Hurtado unanimously motioned to adjourn the meeting at 9:58 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
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, APRIL 28, 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

LATE City Attorney Raúl F. Salinas

1
CERTIFICATES The City Council issued Certificates of Appreciation to the Baker to Vegas event participants.

2
CERTIFICATES The City Council recognized Southeast High School as a California Distinguished School.

3
PERSONNEL RECRUITMENT & SELECTION The City Council unanimously received and filed the list of new and promoted full-time employees hired or promoted during March 2026.

4
HEALTH, SAFETY & WELFARE SERVICES The City Council unanimously received and filed a presentation on the Social Model Recovery Systems on Community Factors and Best Practices in Retail Tobacco Control.

RECESS At this time, 6:33 p.m. Mayor Barron stated that the special meeting be recessed in order that the Council might hold its 6:30 p.m. Regular City Council meeting. The special meeting reconvened at 11:01 p.m. with all members of Council present.

City Attorney Salinas requested these two matters be recessed to the next Special City Council Meeting.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C), 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.

ADJOURNMENT Council Member Davila unanimously adjourned the meeting at 11:02 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, APRIL 28, 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 Gabriel Perez, Director of Community Development

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
PERSONNEL ADMIN Following the conclusion of the Public Hearing, the City Council unanimously approved items A & B 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.

a. Conducted a public hearing on the City's vacancies; and

b. Received and filed the status update report on vacancies in compliance with California Government Code § 3502.3.

Jon Hamilton, Director of Human Services, gave the presentation.

Mayor Barron asked if anyone in the audience wished to speak on this item.

Mario Dominguez, a South Gate resident, said the city is willing to fund horses but not restore Zoom for city proceedings, and reminded the Council about the Public Access and Information Services funds.

Mayor Barron asked Mr. Dominguez to stay on topic.

1
PERSONNEL ADMIN
CONT'D

Mr. Dominguez urged the City Council to fully fund the Information Systems Technician position in the Administrative Services Department, noting it is essential for operating the call-in feature.

Jimmy Ozaeta, a South Gate resident, stated that the report shows the city hired 45 employees, 23 full-time, and promoted 20 staff during a fiscal year projected to have a $9.4 million deficit. However, the report does not list hiring dates, job titles, costs, or whether these positions previously existed, nor how long any vacancies had remained open. Without this information, the reported 52 vacancies lack context and do not convey the urgency of the issue. He stated the city cannot cite a fiscal crisis, a hiring freeze, and 45 new hires in the same year without providing detailed justification. Although the city says the hiring freeze applies to non-essential positions, there is no disclosed policy or criteria explaining how positions were classified or selected.

Edgar Pelayo, a South Gate resident, stated that the city is only disclosing this information now because the law requires it, and that this level of transparency should have occurred earlier.

Liz Ruiz, a South Gate resident, stated that while the information is alarming, she disagrees with the two former colleagues who spoke earlier. She recalled that many of these vacancies were discussed during budget talks, along with how long they had been open and the challenges of maintaining staff morale. She noted that she personally knows staff who are leaving and whose positions likely will not be filled. Ms. Ruiz said it is hypocritical to raise these concerns now, especially after Council was criticized not long ago for giving staff well-deserved raises. She said that it is wrong for Council Member Avalos and certain commissioners to pit residents against staff, who are part of the community. She hopes everyone can work together to support a Utility Users Tax or, if not, propose alternative ideas to address the $9 million deficit.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Hurtado thanked staff for the presentation and noted that the city has faced a structural deficit for decades. He stated that since 2012, the city has consistently reduced staffing and held positions vacant as part of long-term cost-saving measures. He expressed surprise that the two speakers were unaware of this history, emphasizing that the city has operated for years without the 100 police officers and 6 code enforcement officers it is supposed to have. He added that the 2025 law was intended to ensure unions are informed about vacancies, and the city has been working closely with them to explain why positions remain unfilled without overburdening staff.

1
PERSONNEL ADMIN
CONT'D

Council Member Avalos asked how the vacancy rate impacts overtime costs and service delivery.

Mr. Hamilton stated he could not directly link the vacancy rate to overtime or service impacts, noting that some vacancies resulted from program reductions.

Mr. Houston stated that with fewer staff, service levels will decline, and programs identified for budget cuts will need to be reduced, although some minimum standards must still be maintained.

Council Member Avalos asked how the frozen positions create hidden operational risks or costs.

Mr. Houston stated that the issue is not just a defined risk but an ongoing reality of reduced services, which the community is already experiencing. He noted that impacts will intensify after July 1 when final reductions take effect.

Council Member Avalos noted that the Police Department includes two CSI-related positions and asked when they were added, stating that these positions did not exist when she first joined the Council.

Mr. Houston stated the CSI positions were budgeted before 2003 but were never filled. As budget pressures increased, staff deprioritized hiring for those positions despite their continued inclusion in the budget.

Council Member Avalos stated that although the city budgets for police officer positions, it has been difficult to fill them, and the city does not want to hire unqualified candidates. She noted that applicants must attend the academy, where those not suited for the job are filtered out. She expressed disappointment that the Police Department has not reached its budgeted staffing levels in the past 10, 15, or even 20 years, stating that this long-term gap prevents the city from showing the community that their tax dollars are fully supporting a staffed police force.

Mayor Barron cautioned the Council against suggesting the city failed to use tax dollars appropriately.

Council Member Avalos clarified she did not say that.

Mayor Barron stated that officers were covering those hours through overtime and were actively patrolling during that time.

Council Member Avalos clarified she was not disputing that officers covered shifts through overtime. Her concern is that relying on overtime to

1
PERSONNEL ADMIN
CONT'D

fill budget positions risks officer burnout, which can lead to mistakes. She then asked: If the city budgets for 81 officers, how many are currently staffed?

Mr. Houston stated the current number is about 69 to 70 officers.

Captain Camacho reported a total of 76 officers.

Mr. Houston stated the department has 76 officers, with some on leave. He explained that staffing challenges stem from finding qualified candidates and offering competitive pay and benefits. Because the city has limited funds and pays below what many cities offer, it struggles to achieve full staffing. The city aims to pay at the 50th percentile of the market, based on SELA communities, not cities like Pasadena or Manhattan Beach, but years of smaller increases have left the city about 10% below that benchmark.

Mr. Hamilton stated that staffing shortages are a statewide issue, as agencies across California are struggling to recruit police officers and sheriff's deputies. He attributed this to highly regulated policing standards, which make the profession less appealing, and a decline in public perception of law enforcement. In the 1990s, the city received about 100 applications for each position; today it must recruit continuously. The city hires candidates and sends them to the academy only after they pass background checks, psychological evaluations, and other required suitability tests.

Council Member Avalos asked when the Council would receive the next recruitment and retention update.

Mr. Houston stated that this is an annual exercise. He added that if the Council would like a more comprehensive report on a set schedule, staff can prepare one; however, he noted that the city is currently focusing on many other performance measures.

Vice Mayor Rios noted the city has long discussed its vacancies and continues to face recruitment challenges. He asked how many additional hires are expected by the end of the year.

Mr. Houston stated that if the city starts with 349 positions and eliminates 32 through layoffs or removal to meet the $9.4 million target, the workforce will be reduced to 317 positions, which is the minimum needed to maintain services.

2
COMMUNITY DEV/
HOUSING

Following the conclusion of the Public Hearing, the City Council unanimously continued until June 9, 2026, City Council meeting by motion of Council Member Davila and seconded by Council Member Avalos:

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

a. Adopting Resolution approving the Fiscal Year 2026-2027 Annual Action Plan;

b. Authorizing the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development the Fiscal Year 2026-2027 Annual Action Plan; and

c. Authorizing 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 that this is a routine annual item outlining how the City will allocate Community Development Block Grant and HOME funds through the Annual Action Plan. Staff recommend continuing the item until June 9, 2026. The Housing Manager, who administers the program, is available to answer questions or provide a presentation if requested.

City Attorney Salinas recommended keeping all public hearing comments together, noting it would be better to record them at the same time rather than splitting them across multiple meetings.

3
MUNICIPAL CODE ADMIN

Following the conclusion of the Public Hearing, the City Council unanimously waived the reading in full and introduced Ordinance No. 2026-04-CC entitled Ordinance amending Title 9 (Buildings) of the South Gate Municipal Code by adopting by reference the 2025 California Code of Regulations, Title 24 ("2025 Building Standards Code") and the 2024 International Association of Plumbing and Mechanic/al Officials Codes by motion of Council Member Hurtado and seconded by Council Member Avalos.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

Gabriel Perez, Director of Community Development, stated this is a routine update required when the state revises its California codes. The

3
MUNICIPAL CODE ADMIN
CONT'D

city must adopt the updates by July 1, 2026. Building Official William Campana will provide a brief presentation.

William Campana, Building Official, stated that Building and Safety is responsible for enforcing the California Code of Regulations, which is updated and adopted every three years.

Mayor Barron asked if anyone in the audience wished to speak on this item. Seeing no one step forward; Mayor Barron closed the audience portion.

Council Member Hurtado thanked Mr. Campana for the presentation. He noted that the state periodically updates safety and energy-efficiency codes, and the city must update its municipal code accordingly. While these updates are beneficial, they come with costs. He added that enforcement is challenging because the city is short-staffed, and residents frequently complain about unpermitted work and code violations.

Council Member Davila questioned the $7,000 budgeted for training and asked about the cost of the code book.

Mr. Campana stated the code books cost $21,000, spread over three years. As the city adopts the 2025 codes, he purchased some books last fiscal year and will buy the remainder this year. He added that staff participate in professional groups that offer training, including some free courses.

Council Member Davila asked how many staff attend training.

Mr. Campana replied that the city currently has six staff members.

Vice Mayor Rios stated that while he understands there are many regulations, he wants to know whether the costs relate only to training or if the mandates require mechanical upgrades as well. He noted that the state often imposes requirements without providing funding and asked if that is the case here.

Mr. Perez replied that this is exactly the case, and that the city must apply the updated rules when plan-checking building permits as they come in.

Council Member Avalos asked how the new requirements might disproportionately impact small contractors, homeowners, and underserved community members who may not be able to afford the fees. She also asked about the fiscal impact on both the community and the city, and whether the city will be able to recover those costs.

3
MUNICIPAL CODE ADMIN
CONT'D

Mr. Perez asked Mr. Campana to address the impacts with the greatest effect. He noted there are also positive changes, including an extension of building permit validity from 180 days to 365 days, allowing applicants more time to act without needing to reapply or pay for a new permit.

Mr. Perez asked Mr. Campana whether the updated building codes include stricter standards that may affect contractors.

Mr. Campana responded that while building requirements have not significantly changed, other trades, such as electrical, now face additional requirements, and contractors are notified through the State Contractors Licensing Board.

Council Member Avalos asked whether Building and Safety has enough staff to inspect permitted work sites, noting many residents still do unpermitted work.

Mr. Campana said the department is managing but falling behind; inspections that once took 24 to 48 hours now take three to four days.

Council Member Avalos stated the city lacks sufficient staff.

Mr. Campana responded that this is not by choice.

Mayor Barron asked what would help increase staffing.

Mr. Campana said the department has updated its fees to align with surrounding cities, which may help.

Mayor Barron asked if that means more revenue.

Mr. Campana replied yes.

Jose De La Paz questioned the Board of Appeals section, noting it states the five members would be planning commissioners. He pointed out that the job and board member descriptions require specific technical backgrounds, which planning commissioners typically do not meet.

Mr. Campana explained that the Board of Appeals was created to review the Building Official's decisions and interpretations, not the building code itself. He noted the city has not needed the board in many years. The board was originally composed of members with construction expertise, such as an engineer, an architect, a licensed contractor, an ADA advocate, and a resident, which is why planning commissioners could not serve.

3
MUNICIPAL CODE ADMIN
CONT'D

Mr. De La Paz noted the staff report states the Board of Appeals must consist of five planning commissioners.

Mr. Campana responded that historically the board's members were appointed by the Planning Commission and City Council.

Mr. De La Paz expressed confusion.

Mayor Barron asked the City Manager for clarification.

City Attorney Salinas clarified that Mr. Campana is correct. The Board of Appeals has not met in years because there has been no need, and its members are not the same individuals who serve on the Planning Commission. Serving on the Planning Commission is not a requirement for the board, and if the section suggests otherwise, that was not the intent.

PRESENTATION, DISCUSSION, AND RECOMMENDATIONS

4
CITY COUNCIL

The City Council unanimously approved items A and B and directed staff to continue the item to the May 12, 2026, City Council meeting for a focused discussion on whether to use Microsoft Teams or Zoom by motion of Council Member Avalos and seconded by Council Member Hurtado.

a. Resolution No. 2026-16-CC entitled A Resolution of the City Council of the City of South Gate establishing a policy addressing disruptions during remote participation at City Council meetings, in compliance with Senate Bill 707.

b. Appropriated of $41,687.50 from the General Fund unassigned fund balance to the Information Systems Fund (account 522-305-12-6730) to fund the first-year subscription and one-time implementation costs of real-time AI-based translation and closed captioning services in support of SB 707 compliance.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

RECESS

The City Council recessed at 8:38 p.m., and reconvened at 8:45 p.m., with all Members of Council present.

5
PARKS

The City Council directed to have Stanford and Willow Elementary School students recommend a new park name based on the city's history, geography, and neighborhood characteristics, and to return the item on June 23, 2026, by motion of Council Member Davila and seconded by Council Member Avalos.

a. Renaming the park located on Southern Avenue between Alameda Street and State Street, currently known as Cesar Chavez Park; and

b. Consider the five (5) names (Southern Avenue Park, South Gate Gardens, Farmworker Unity Park, Linear Park, and Unity Park) recommended by the Parks and Recreation Commission.

c. Authorizing the Director of Parks & Recreation to replace park identification signs and park benches to reflect the approved name.

6
CITY COUNCIL APPOINTMENTS

The City Council had a discussion regarding the implementation of a Financial Review Committee.

Guidance was provided for the City Manager to form an Ad Hoc Committee, but no vote was taken. The City Council is not establishing anything at this time, and the intent is simply to allow flexibility for receiving input.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Liz Ruiz urged the City Council to consider supporting Assembly Bill 1627 as part of the City's legislative platform, stating that the proposed legislation would prohibit individuals employed by Immigration and Customs Enforcement (ICE) during a specified period from serving in teaching or law enforcement positions. The speaker also encouraged the City to continue addressing questions related to audits, transparency, and public trust.

Sergeant Peterson of the South Gate Police Department provided information regarding the Department's mounted unit, including its formation, operational benefits, and funding structure. Sergeant Peterson explained that the unit consists of two officers and their equine partners and discussed the mounted unit's role in crowd management, public safety preparedness, and homeless outreach efforts. Sergeant Peterson also outlined personal and donated contributions made toward the establishment and maintenance of the mounted unit.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D

Mario Dominguez commented on expenditures related to the Police Department mounted unit and expressed concerns regarding City funding priorities, including the use of Zoom for public meetings, holiday parade expenditures, and body-worn camera funding. The speaker also commented on park naming discussions and requested information regarding online meeting viewing.

Henry Gonzalez, President of the South Gate Rotary Club, announced the upcoming Mariachi Youth Festival and distributed event programs to the Council. Mr. Gonzalez discussed participating in student groups, scholarship and sponsorship efforts, and invited City officials and staff to attend the event.

Jimmy Ozaeta, a South Gate resident, expressed concerns regarding comments made about residents on social media and requested an apology from the City Manager related to prior statements. Mr. Ozaeta also commented on the consultant survey related to the proposed Utility Users Tax (UUT), questioning the scope of the survey results and requesting additional data and public discussion regarding the consultant's work.

David Enriquez, representing Teamsters Local 396, commented on recent layoffs affecting approximately 75 Amazon workers and urged the community and local businesses to encourage Amazon to restore the affected jobs.

Aiden, a South Gate resident and former Amazon employee, spoke regarding the impact of recent layoffs on workers and their families and requested community support for affected employees.

Edgar Pelayo, a South Gate resident, expressed concerns regarding City operations, service delivery, and communication with residents. Mr. Pelayo commented on the rollout of the proposed Utility Users Tax (UUT), use of Community Development Block Grant (CDBG) funds, and expenditures related to the Police Department mounted unit.

Ricardo, a South Gate resident, commented on recent Amazon layoffs and expressed concern regarding the long-term impacts of large commercial operations on the community and local workforce.

Robin Logan, a South Gate resident, requested that representatives involved in conducting the consultant survey appear publicly to explain the survey process and findings. Ms. Logan also commented on traffic congestion associated with Amazon delivery vehicles near Rio Hondo and encouraged the city to discuss related concerns with Amazon representatives.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D

Francisco Rodriguez expressed concerns regarding the impact of large commercial developments on the community and referenced recent protests involving Amazon workers and layoffs.

Jenny Beckinstein, speaking on behalf of Teamsters, commented on the working conditions and schedules of Amazon delivery drivers and discussed the impact of Amazon facilities on traffic and the community. Ms. Beckinstein urged support for affected workers and requested that Amazon reinstate laid-off employees.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works – nothing to report.

Tina De La Rosa, Acting Director of Parks & Recreation, mentioned past and upcoming community events.

Gabriel Perez, Director of Community Development, announced a community input session on Thursday, April 30th at 5:00 p.m. at the civic center to discuss repurposing the courthouse as a community resilience center. Funding is available for construction and programming, with centers intended for use during emergencies such as extreme heat, floods, earthquakes, or fires, and for year-round activities. A flyer includes a QR code for a survey, which can be completed by May 18th.

Luis Frausto, Director of Administrative Services, clarified that the funding source referenced by Mr. Perez pertains specifically to grant funding rather than city funding. He addressed both todays and the previous meeting's inquiries by stating that audits are conducted by independent third parties; the city does not audit itself. Additionally, certain audits required by the state or other agencies engage third-party CPA firms, such as KPMG, to perform audits of the city.

Mr. Frausto provided an update regarding challenges experienced with the city's water utility payment portal system. The city has signed a contract with a vendor to implement a new payment portal, which is anticipated to be operational within three to four months. This upgrade will offer improved functionality for residents, including convenient access to downloadable statements, options for automatic payments, and expanded online services that currently require in-person visits to city hall. Additional information will be shared as the project approaches its launch date.

Jon Hamilton, Director of Human Resources – nothing to report.

Sergio Camacho, Police Captain - nothing to report.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Rob Houston, City Manager, inquired whether City Council has any specific input regarding the Amazon matter. The city is currently collaborating with Amazon to address their traffic impacts, while several unresolved issues from the initial approval process remain under discussion. The city continues to evaluate these impacts. However, decisions related to Amazon's hiring practices generally fall outside of the city's jurisdiction. Should the Council wish to issue a letter of support for any group, staff can prepare one at the Council's direction.

Mr. Houston clarified that his previous comments were not meant to target all social media users. He expressed disappointment toward a few individuals who use their platforms to spread false information and attack Council members or community members, which he believes harms the community and limits potential revenue opportunities needed to maintain services. His intention was only to acknowledge this issue, not to single out anyone personally. He emphasized that even when disagreeing with others, he does not view them as enemies. Moving forward, he hopes people will choose a more constructive path for the city's future.

Council Member Hurtado asked if it's possible to give directions on sending a letter even though it's not on the agenda.

Raúl F. Salinas, City Attorney, noted that the mayor can collaborate with the city manager. This approach has precedent; when St. Francis Hospital employees addressed the Council, it supported them and sent a letter. The item isn't on the agenda due to time constraints.

Council Member Hurtado mentioned that, as an individual, he would also like to collaborate with the city manager on drafting a letter.

Council Member Avalos plans to draft a letter individually to show Amazon that the Council stands united and rejects their treatment of the employees who happen to be South Gate residents.

City Attorney Salinas advised the Council to consider a motion under the Brown Act provisions that permit discussion of an item not previously included on the agenda. The Council must determine that urgent circumstances exist, as suggested by the recent expression of concern regarding individuals who are currently unemployed. Bringing this matter forward as an urgency item would require approval by at least four-fifths of the City Council, based on these findings.

Council Member Hurtado moved, and Avalos seconded.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

City Attorney Salinas explained that the urgency arose because this matter was raised for the first time by individuals informing the Council about the layoffs of 75 people and their effect on local residents.

Mayor Barron asked if anyone in the audience wishes to speak on the urgency item.

Mr. Dominguez commended Council for demonstrating leadership.

David Enriquez, representing Teamsters Local 396, thanked the City Council.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

Council Member Avalos directed staff to draft a support letter from all five City Council members, seconded by Council Member Davila.

Jose De La Paz, City Treasurer, would like to be included in the letter as well.

Council Member Rios explained that the main concern arose when Amazon entered the community, prompting questions about their intentions for choosing this location. He noted that Amazon planned to hire residents of South Gate.

Council Member Hurtado emphasized earlier today that his father was a union member and underscored the importance of consistent union support. He noted his presence during the Kaiser strike, as well as the UTLA strike, and his active participation alongside the United Health Workers Union. Council Member Hurtado also referenced writing letters in support of these unions and affirmed his commitment to advocate for Amazon employees, stating he will not stand by without taking action.

Robyn Logan is unsure whether Council is aware, but the Amazon employees still have not received their final paychecks. She thinks this information should be included in the letter as well.

Council Member Avalos requested that Mr. Enriquez specify the issues in detail so they could be addressed in the letter.

Mr. Enriquez stated Amazon came in looking for some reason to find a breach of contract in their terms of agreement and laid off the 75 employees that had just recently organized. The employees demanded

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

union recognition and were cut in retaliation. The employees have not received their final paychecks. The traffic Ms. Logan spoke about, that's just normal traffic that Amazon puts into the city, taking no consideration for safety. Amazon is a trillion-dollar company that can afford to fly to space. They can afford to take care of their workers. They can afford to pay them living wages, healthcare, and union pensions. Amazon is taking away work from the postal service, DHL, FedEx, and UPS. Mr. Enriquez appreciates City Council's support.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

CONSENT CALENDAR

Agenda Items 7, 8, 9, 10, 11, 12, 13, and 14 were approved by motion of Vice Mayor Rios and seconded by Council Member Davila except for items 7. Council Member Avalos seconded item 7. Items 7, 8, 9 and 10 were pulled for separate discussion.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes (recused from voting on item 11 and abstained on item 14(a)); Council Member Davila, yes (recused from voting on item 7 and abstained on item 14(a)); Vice Mayor Rios, yes; Mayor Barron, yes.

7
ANNUAL REPORT

The City Council approved item A & B during Consent Calendar:

a. The Tweedy Mile Advisory Board's Annual Report for Fiscal Year 2026/27; and

b. Resolution No. 2026-17-CC entitled Resolution of the City Council of the City of South Gate, California, declaring the City's intention to levy and collect assessments for Fiscal Year 2026/27 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License and scheduling a Public Hearing for May 26, 2026.

8
STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously approved item A & B during Consent Calendar:

a. Resolution No. 2026-18-CC entitled Resolution of the City Council of the City of South Gate, California, preliminarily approving the Engineer's Report for the proceedings of the Fiscal Year 2026/27 Annual Levy and Collection of Assessments for the Street Lighting and Landscape Maintenance District No. 1; and

b. Resolution No. 2026-19-CC entitled Resolution of the City Council of the City of South Gate, California, declaring the City's intention to levy and collect assessments under the Fiscal Year 2026/27 Annual Levy and Collection of Assessments within the Street Lighting and Landscape Maintenance District No. 1 and setting a Public Hearing for May 26, 2026.

9
MUNICIPAL CODE ADMIN

The City Council unanimously adopted Resolution No. 2026-20-CC entitled Resolution of the City Council of the City of South Gate, California, modifying the Low Impact Development Technical Guidance Manual for Small Sites to expand the current exemption from the City's Low Impact Development (LID) Program for projects of 800 square feet or less to the larger, state-authorized exemption for projects of 5,000 square feet or less during Consent Calendar.

10
STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously appropriated $26,202 in Gas Tax Funds, $8,369 in Proposition A Funds, $9,754 in Street Lighting Funds, $13,803 in Water Funds, and $1,310 in Measure R Funds to reestablish the budget needed to process final payment for previously rendered landscape maintenance services performed by Parkwood Landscape Maintenance, Inc. in Fiscal Year 2024/25, during Consent Calendar.

11
PARKS

The City Council Re-appropriated $400,000 in State-approved grant funds from the Circle Park Renovation Project (City Project No. 609-PRK; Contract No. C5055034; State Project No. SG-19-105) to the Hollydale Community Park Project (City Project No. 607-PRK; Contract No. C5056045; State Project No. SG-19-167), during Consent Calendar.

12
LAW ENFORCEMENT

The City Council unanimously approved item A & B during Consent Calendar:

a. Authorized the purchase of twelve (12) Mobile Data Computer (MDC) units in the total amount of $77,373.34, which includes hardware, five (5) years of extended warranty, field engineering support, and deployment/installation services; and

b. Authorized the City Manager, or his designee, to execute all documents necessary to complete the purchases in a form acceptable to the City Attorney.

13
STREETS/SIDEWALKS/
LANDSCAPING

The City Council unanimously approved item A & B during Consent Calendar:

a. The Notice of Completion for the construction of the Thermoplastic Striping of Streets Citywide Phase II Project, City Project No. 735-ST ("Project"), performed by Superior Pavement Markings, Inc., effective October 31, 2025; and

b. Directed the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

14
MINUTES

The City Council approved items A & B during Consent Calendar:

a. The Special and Regular Meeting minutes of March 10, 2026; and

b. The Special and Regular Meeting minutes of March 24, 2026.

15
WARRANTS

The City Council unanimously approved the Warrant Register for April 28, 2026, by motion of Council Member Hurtado and seconded by Council Member Davila.

Total of Checks:	$ 4,894,719.85
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (459,341.99)
Grand Total:	$ 4,435,377.86

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 11:00 p.m. and seconded by Mayor Barron.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk
MAY 20 2026
FILED 10:10 AM

Item No. 22

WARRANT REGISTER FOR COUNCIL MEETING 05/26/2026

PART I

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114469	5/7/2026 Voucher:	00000437	AFLAC	Ben384385	5/7/2026	AMERICAN FAMILY LIFE INS.: PA	966.80	966.80
114470	5/7/2026 Voucher:	00002417	AMERICAN FIDELITY ASSUR	Ben384375	5/7/2026	AMERICAN FIDELITY (ABT): PAYI	183.86	183.86
114471	5/7/2026 Voucher:	0012107	CALIFORNIA STATE DISBUR	Ben384393	5/7/2026	CA STATE DISB. UNIT: PAYMENT	944.13	944.13
114472	5/7/2026 Voucher:	00000438	COLONIAL INSURANCE CO.	Ben384383	5/7/2026	COLONIAL INSURANCE CO: PAYI	1,795.91	1,795.91
114473	5/7/2026 Voucher:	00002138	FRANCHISE TAX BOARD	Ben384389	5/7/2026	GARNISHMENT - FRANCHISE TA	1,168.07	1,168.07
114474	5/7/2026 Voucher:	0014756	LIBERTY DENTAL PLAN, OF	Ben384377	5/7/2026	LIBERTY DENTAL INSUR (MISC):	2,936.74	2,936.74
114475	5/7/2026 Voucher:	00002421	POLICE MANAGEMENT ASS	Ben384387	5/7/2026	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
114476	5/7/2026 Voucher:	00000335	POLICE OFFICERS ASSOCIA	Ben384391	5/7/2026	POLICE ASSOCIATION DUES: PA	6,500.00	6,500.00
114477	5/7/2026 Voucher:	0011466	PRINCIPAL LIFE INSURANCE	Ben384369	5/7/2026	PRINCIPAL DENTAL PPO (MISC):	31,970.98	31,970.98
114478	5/7/2026 Voucher:	0011467	RELIANCE STANDARD	Ben384371	5/7/2026	LONG TERM DISABILITY: PAYME	5,964.38	5,964.38
114479	5/7/2026 Voucher:	00003152	SOUTH GATE POLICE EXPL	Ben384379	5/7/2026	SGPD EXPLORER YOUTH PROG	455.00	455.00
114480	5/7/2026 Voucher:	0011468	SUPERIOR VISION SERVICE	Ben384373	5/7/2026	SUPERIOR VISION MISC.: PAYME	3,957.81	3,957.81
114481	5/7/2026 Voucher:	0014949	TEXAS CHILD SUPPORT SDI	Ben384395	5/7/2026	TX CHILD SUPPORT SDU: PAYMI	638.31	638.31
114482	5/7/2026 Voucher:	00000334	UNITED WAY OF GREATER L	Ben384381	5/7/2026	UNITED WAY: PAYMENT	26.00	26.00

Sub total for BANK OF THE WEST: 59,757.99

14 checks in this report.

Grand Total All Checks: 59,757.99

WARRANT REGISTER FOR COUNCIL MEETING 05/26/2026 PART II

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114483	5/6/2026	0011336	AVANT-GARDE INC.	12958	4/14/2026	MARCH 2026- ADMIN SERVICES	18,555.00	
	Voucher:			12921	3/23/2026	FEB 2026 ADMIN SERVICES FOF	9,846.25	
				12795	3/3/2026	JAN 2026 ADMIN SERVICES FOF	7,883.75	
				12793	3/3/2026	JAN 2026 ADMIN SERVICES FOR	7,701.25	
				12923	3/23/2026	FEB 2026 ADMIN SERVICES FOR	5,780.00	
				12960	4/14/2026	MARCH 2026 ADMIN SERVICES F	4,483.75	
				12959	4/14/2026	MARCH 2026 - ADMIN SERVICES	1,423.75	
				12794	3/3/2026	JAN 2026 ADMIN SERVICES FOF	1,062.50	
				12796	3/3/2026	JAN 2026 ADMIN SERVICES FOF	870.00	
				12922	3/23/2026	FEB 2026 ADMIN SERVICES FOR	743.75	
				12961	4/14/2026	MARCH 2026 ADMIN SERVICES F	648.75	
				12924	3/26/2026	FEB 2026 ADMIN SERVICES FOR	388.75	
				12925	3/26/2026	FEB 2026- ADMIN SERVICES FOF	130.00	
				12797	3/3/2026	JAN 2026 ADMIN SERVICES FOR	130.00	59,647.50
114484	5/6/2026	00000170	MISC - PKS & REC REFUND	98730179-ROSAS	5/6/2026	REFUND OF DEPOSIT (AFTER E'	341.00	341.00
	Voucher:							
114485	5/6/2026	00001848	VERIZON WIRELESS	6139337332	4/15/2026	02/24/26-03/23/26 ACCT# 572436	3,962.46	3,962.46
	Voucher:							

Sub total for BANK OF THE WEST: 63,950.96

3 checks in this report.

Grand Total All Checks: 63,950.96

WARRANT REGISTER FOR COUNCIL MEETING 05/26/2026 PART III

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114486	5/13/2026	0014291	OSCAR'S ELECTRIC, INC.	8860	4/23/2026	4/23/26 INSTALLATION OF SPOR	15,898.00	15,898.00
	Voucher:							
114487	5/13/2026	00004865	SO CALIF EDISON	05/01/26	5/1/2026	BILLING PERIOD - 2/24/2026 TO 5	85,812.53	85,812.53
	Voucher:							
114488	5/13/2026	00001848	VERIZON WIRELESS	6141852690	2/23/2026	03/24/26-04/23/26 ACCT# 572436	4,067.33	4,067.33
	Voucher:							

Sub total for BANK OF THE WEST: 105,777.86

3 checks in this report. **Grand Total All Checks:** 105,777.86

WARRANT REGISTER FOR COUNCIL MEETING 05/26/2026

PART IV

Final Check List

Page 1

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114489	5/26/2026	00003766	ABEL GLASS & SCREEN	03885	4/15/2026	SPECIALTY HARDWARE ITEMS	865.30	
	Voucher:			03883	4/10/2026	REGLAZE TOP AND BOTTOMS WINDOWS	2,436.50	3,301.80
114490	5/26/2026	00004280	ADAMSON POLICE PROD	INV449587	3/30/2026	MISC ITEMS	1,792.68	1,792.68
	Voucher:							
114491	5/26/2026	0011293	AGRI-TURF DISTRIBUTIN	114233	4/27/2026	PESTICIDES - FERTILIZERS & PEST CONTROL	1,945.61	
	Voucher:			114314	4/30/2026	PESTICIDES - FERTILIZERS & PEST CONTROL	337.57	2,283.18
114492	5/26/2026	00004372	AIRGAS USA, LLC	9170673769	3/31/2026	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	765.27	
	Voucher:			9170959415	4/8/2026	MAINTENANCE & COMPLIANCE AT SG POOL & SP	500.42	
				9171040412	4/13/2026	MAINTENANCE & COMPLIANCE AT SG POOL & SP	442.89	
				9171169316	4/16/2026	MAINTENANCE & COMPLIANCE AT SG POOL & SP	436.11	
				9171606500	4/30/2026	MAINTENANCE & COMPLIANCE AT SG POOL & SP	640.76	
				9171460292	4/24/2026	MAINTENANCE & COMPLIANCE AT SG POOL & SP	584.72	3,370.17
114493	5/26/2026	0011325	ALAN'S LAWN & GARDEN	126979	4/16/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	1,457.55	
	Voucher:			133106	4/28/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	140.28	
				119236	4/16/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	29.84	
				133233	4/29/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	1,343.46	2,971.13
114494	5/26/2026	0011059	ALESHIRE & WYNDER, LL	104998	4/22/2026	THRU 03/31/26 - SPECIALIZED LEGAL SERVIC	504.90	
	Voucher:			105194	4/22/2026	THRU 03/31/26 - SPECIALIZED LEGAL SERVIC	6,605.70	7,110.60
114495	5/26/2026	00000185	ALL CITY MANAGEMENT	PS-INV105310	4/20/2026	MARCH 29 26-APRIL 11 26 ALL CITY MANAGEM	19,466.37	19,466.37
	Voucher:							
114496	5/26/2026	0012606	AMAZON CAPITAL SERVI	11YY-QG37-DG	4/27/2026	PARKS SUPPLIES	293.22	
	Voucher:			1XTT-7QNR-F6	4/27/2026	PARKS SUPPLIES	30.43	
				1JN9-R4KF-93V	4/30/2026	PARK SUPPLIES	24.76	
				19K6-C7CK-KJ(	4/29/2026	PARK SUPPLIES	65.83	
				1LJ1-FX6R-9QV	4/27/2026	PARK SUPPLIES	275.46	
				13VQ-7PNP-DC	4/29/2026	PW-YARD SUPPLIES	18.37	708.07
114497	5/26/2026	0007290	APW KNOX-SEEMAN	22190590	4/8/2026	AUTO PARTS FOR GARAGE SHOP STOCK	20.16	20.16
	Voucher:							
114498	5/26/2026	00005075	AT&T	25184378	5/1/2026	04/01/26 - 04/30/26 - BAN 9391034759	60.69	
	Voucher:			25188156	5/1/2026	04/01/26 - 04/30/26 - BAN 9391068970	1,773.06	
				25189491	5/1/2026	04/01/26 - 04/30/26 - BAN 9391081298	1,616.66	3,450.41
114499	5/26/2026	00003692	AT&T MOBILITY II, LC	#287288333867	2/2/2026	1/3/2026-2/2/2026, MDCS DATA CARDS ACC#2	8,641.17	
	Voucher:			287288333867>	3/2/2026	2/3/26-3/2/26 - MDCS DATA CARDS ACCT 28	5,255.20	
				287288333867>	4/2/2026	3/3/26-4/2/26 - MDCS DATA CARDS ACCT 28	3,821.78	
				287288333867>	10/2/2026	09/03/25-10/2/25 MDCS DATA CARDS ACCT#28	1,207.20	
				287288333867>	11/2/2025	10/03/25-11/2/25 MDCS DATA CARDS ACCT#28	2,094.92	
				287288333867>	12/2/2025	11/03/25-12/2/25 MDCS DATA CARDS ACCT#28	1,893.03	
				287288333867>	1/2/2026	12/03/25-01/2/26 MDCS DATA CARDS ACCT#28	1,909.62	24,822.92
114500	5/26/2026	00000201	ATLANTIC LOCK & KEY	000941	4/21/2026	LOCKSMITH SERVICES	400.62	400.62
	Voucher:							
114501	5/26/2026	0012831	ATLAS AUTO BODY	1228	4/23/2026	ACCIDENT REPAIRS TO PD UNIT #192	2,676.76	2,676.76
	Voucher:							
114502	5/26/2026	0009040	ATLAS BACKFLOW	49313	4/23/2026	WATER SAMPLES	150.00	
	Voucher:			49308	4/22/2026	BACKFLOW TEST	75.00	
				49298	4/22/2026	BACKFLOW TEST	75.00	
				49302	4/22/2026	MISC	75.00	

				49314	4/23/2026	BACKFLOW TEST	525.00	
				49312	4/23/2026	BACKFLOW TEST	150.00	
				49311	4/23/2026	BACKFLOW TEST	75.00	1,125.00
114503	5/26/2026	0015149	AYALA BUILDING AND RE	15194	4/25/2026	RETENTION RELEASE- REF PO#9506- 3921 TEN	2,662.50	
	Voucher:			15193	4/25/2026	3921 TENAYA AVE - NEIGHBORHOOD REVITALIZ	22,600.00	25,262.50
114504	5/26/2026	00004364	BARR & CLARK, INC	67451	5/11/2026	LEAD AND ASBESTOS INSPECTION AT 9019 LON	2,750.00	2,750.00
	Voucher:							
114505	5/26/2026	0010615	BEARCOM	6038749	5/1/2026	MAY 2026 ANNUAL FY 25/26 FCC CHANNEL SHA	353.17	
	Voucher:			6026649	4/1/2026	APRIL 2026 ANNUAL FY 25/26 FCC CHANNEL S	211.71	
				6026648	4/1/2026	APRIL 2026 ANNUAL FY 25/26 FCC CHANNEL S	2,554.81	
				6026645	4/1/2026	APRIL 2026 ANNUAL FY 25/26 FCC CHANNEL S	353.17	
				6026647	4/1/2026	APRIL 2026 ANNUAL FY 25/26 FCC CHANNEL S	358.82	
				6038753	5/1/2026	MAY 2026 ANNUAL FY 25/26 FCC CHANNEL SHA	211.71	
				6038751	5/1/2026	MAY 2026 ANNUAL FY 25/26 FCC CHANNEL SHA	358.82	
				6038750	5/1/2026	05/01/26 - 05/31/26 - BEARCOM ANNUAL MAI	1,655.79	6,058.00
114506	5/26/2026	0011929	BENNETT-BOWEN & LIGH	3040856	4/30/2026	INVENTORY PO/ SAFETY VEST	668.23	
	Voucher:			3040770	4/24/2026	INVENTORY PO/ SAFETY VEST	917.72	1,585.95
114507	5/26/2026	0008396	BLUE DIAMOND MATERIA	4517026	4/20/2026	PURCHASE OF ASPHALT	1,412.18	1,412.18
	Voucher:							
114508	5/26/2026	0015400	CALIFORNIA STREET LIG	1573	5/1/2026	RESTORE SERIES HIGH VOLTAGE STREET LIGHT	16,850.00	16,850.00
	Voucher:							
114509	5/26/2026	0006239	CENTRAL FORD	71725	4/23/2026	AUTO PARTS	273.77	
	Voucher:			71866	4/27/2026	AUTO PARTS	129.18	
				65919		CREDIT INVOICE # 65598	-83.06	
				67355		CREDIT INVOICE # 67332	-221.50	98.39
114510	5/26/2026	0012980	CHARTER COMMUNICATI	1884287011042	4/21/2026	4/27/26-5/26/26 PD INTERNET SERVICE	129.99	
	Voucher:			1875886010421	4/21/2026	4/27/26-5/26/26 CABLE SERVICE FOR PD (AC	466.43	
				1169967010412	4/21/2026	4/21/26-5/20/26 CITY FIBER CIRCUIT FOR I	3,456.54	4,052.96
114511	5/26/2026	00004302	CINTAS UNIFORM SERVI	4266720708	4/21/2026	SHOP TOWEL CLEANING SERVICE AND SUPPLIES	74.62	74.62
	Voucher:							
114512	5/26/2026	0013515	CITY TIRES	51041	5/1/2026	TIRES FOR PARKS MOWERS	25.00	25.00
	Voucher:							
114513	5/26/2026	0011922	CONCENTRA MEDICAL CI	90622019	4/15/2026	MEDICAL SERVICES FOR NEW EMPLOYEES, WORK	45.00	
	Voucher:			90794141	4/29/2026	04/22/26 - 04/28/26 - DOT PHYSICAL - LAX	1,300.00	
				90620318	4/15/2026	MEDICAL SERVICES FOR NEW EMPLOYEES, WORK	266.00	1,611.00
114514	5/26/2026	0015156	COOLEY ENVIRONMENTA	3	12/30/2025	UPDATE RRA AND ERP PLANS FOR WATER	3,102.50	3,102.50
	Voucher:							
114515	5/26/2026	00005110	COUNTY OF L.A. DEPT OI	RE-PW-260406	4/6/2026	MARCH 2026- TRAFFIC SIGNAL & STREET LIG	671.57	671.57
	Voucher:							
114516	5/26/2026	00001423	DAILY JOURNAL CORPOF	B4038605	4/30/2026	04/30/26- NOTICE OF HEARING- DIRECTOR HE	270.00	270.00
	Voucher:							
114517	5/26/2026	0013681	DANIELS TIRE SERVICE, I	200561212	1/26/2026	AUTOMOTIVE TIRES- DISPOSAL 01/23/26	492.00	492.00
	Voucher:							
114518	5/26/2026	00000314	DAPEER ROSENBLIT & LI	25710	3/31/2026	3/31/26 PROFESSIONAL SERVICES SPECIALIZE	2,080.61	2,080.61
	Voucher:							
114519	5/26/2026	00000178	DAVE BANG ASSOCIATES	CA60640	4/22/2026	PLAYGROUND REPLACEMENT PARTS FOR SG PARK	6,500.00	6,500.00
	Voucher:							
114520	5/26/2026	00001565	DEPT OF JUSTICE-(DOJ)	037472	4/8/2026	MARCH 2026 FINGERPRINT APPS VOLUNTEER/CI	64.00	64.00
	Voucher:							
114521	5/26/2026	00003777	DON MILLER & SONS PLU	431138	3/24/2026	PLUMBING SUPPLIES	1,414.31	
	Voucher:			431139	3/24/2026	PLUMBING SUPPLIES	1,414.31	2,828.62
114522	5/26/2026	0013724	ELITE SPECIAL EVENTS,	141	4/28/2026	SNOWFLAKE MACHINE WITH JUICE AT WINTER W	300.00	300.00

	Voucher:							
114523	5/26/2026	0015374	ESCARPE INVESTIGATIOI	1012	4/24/2026	BACKGROUND INVESTIGATIONS	1,535.00	
	Voucher:			1011	4/24/2026	BACKGROUND INVESTIGATIONS	1,735.00	
				1013	4/23/2026	BACKGROUND INVESTIGATIONS	1,735.00	
				1014	4/23/2026	BACKGROUND INVESTIGATIONS	1,735.00	6,740.00
114524	5/26/2026	0014665	EZMSIGN LLC	3600-2nd part	4/10/2026	REPLACEMENTS OF DAMAGED AND MISSING ENTR	17,418.17	17,418.17
	Voucher:							
114525	5/26/2026	0010558	FACTORY MOTOR PARTS	12-W26576	4/30/2026	FACTORY AUTO PARTS	293.36	
	Voucher:			12-7132054	4/27/2026	FACTORY AUTO PARTS	204.40	
				106-641965	4/27/2026	FACTORY AUTO PARTS	79.25	577.01
114526	5/26/2026	00001988	FAIR HOUSING FOUNDAT	09	4/10/2026	Q3 MAR 2026 - FAIR HOUSING SERVICES	1,574.27	1,574.27
	Voucher:							
114527	5/26/2026	0013912	FAST DEER BUS CHARTE	5453	4/22/2026	BUS RENTALS FOR DEPARTMENT EXCURSIONS	2,300.00	2,300.00
	Voucher:							
114529	5/26/2026	0013758	FBT GIBBONS LLP	210652699	3/31/2026	MARCH 2026 - LEGAL SERVICES	1,453.29	
	Voucher:			210652700	3/31/2026	MARCH 2026 - LEGAL SERVICES	360.00	
				210655150	3/31/2026	MARCH 2026 - LEGAL SERVICES	5,996.25	
				210652701	3/31/2026	MARCH 2026 - LEGAL SERVICES	144.00	
				210652702	3/31/2026	MARCH 2026 - LEGAL SERVICES	816.50	
				210655144	3/31/2026	MARCH 2026 - LEGAL SERVICES	8,809.05	
				210655145	3/31/2026	MARCH 2026 - LEGAL SERVICES	11,427.63	
				210652703	3/31/2026	MARCH 2026 - LEGAL SERVICES	216.00	
				210651146	3/31/2026	MARCH 2026 - LEGAL SERVICES	1,278.00	
				210652709	3/31/2026	MARCH 2026 - LEGAL SERVICES	10,145.63	
				210651142	3/31/2026	MARCH 2026 - LEGAL SERVICES	318.00	
				210651899	3/31/2026	MARCH 2026 - LEGAL SERVICES	180.00	
				210651143	3/31/2026	MARCH 2026 - LEGAL SERVICES	17,062.40	
				210655158	3/31/2026	MARCH 2026 - LEGAL SERVICES	49,097.44	
				210651145	3/31/2026	MARCH 2026 - LEGAL SERVICES	12,296.00	
				210651147	3/31/2026	MARCH 2026 - LEGAL SERVICES	5,112.00	
				210652711	3/31/2026	MARCH 2026 - LEGAL SERVICES	216.00	
				210655147	3/31/2026	MARCH 2026 - LEGAL SERVICES	12,159.71	
				210652695	3/31/2026	MARCH 2026 - LEGAL SERVICES	72.00	
				210652696	3/31/2026	MARCH 2026 - LEGAL SERVICES	252.00	
				210652698	3/31/2026	MARCH 2026 - LEGAL SERVICES	610.25	
				210652697	3/31/2026	MARCH 2026 - LEGAL SERVICES	186.00	
				210652704	3/31/2026	MARCH 2026 - LEGAL SERVICES	5,020.88	
				210655154	3/31/2026	MARCH 2026 - LEGAL SERVICES	1,877.69	
				210655155	3/31/2026	MARCH 2026 - LEGAL SERVICES	512.25	
				210652705	3/31/2026	MARCH 2026 - LEGAL SERVICES	2,188.00	
				210651149	3/31/2026	MARCH 2026 - LEGAL SERVICES	108.00	
				210655156	3/31/2026	MARCH 2026 - LEGAL SERVICES	4,894.00	
				210651151	3/31/2026	MARCH 2026 - LEGAL SERVICES	240.80	
				210651136	3/31/2026	MARCH 2026 - LEGAL SERVICES	922.02	
				210652708	3/31/2026	MARCH 2026 - LEGAL SERVICES	22,500.00	
				210651891	3/31/2026	MARCH 2026 - LEGAL SERVICES	3,553.50	
				210655199	3/31/2026	MARCH 2026 - LEGAL SERVICES	1,980.00	
				210655160	3/31/2026	MARCH 2026 - LEGAL SERVICES	2,990.00	
				210651144	3/31/2026	MARCH 2026 - LEGAL SERVICES	108.00	
				210651148	3/31/2026	MARCH 2026 - LEGAL SERVICES	2,160.00	
				210652706	3/31/2026	MARCH 2026 - LEGAL SERVICES	900.00	
				210652710	3/31/2026	MARCH 2026 - LEGAL SERVICES	2,268.50	190,431.79

114530	5/26/2026	00002026	FEDERAL EXPRESS COR	9-150-05348	1/23/2026	FEDEX 01/15/2026 - PRIORITY OVERNIGHT FR	10.34		
	Voucher:			9-240-31444	4/3/2026	FEDEX 03/26/2026 - PRIORITY OVERNIGHT FR	10.34		
				9-268-91636	4/24/2026	FEDEX 04/20/2026 - PRIORITY OVERNIGHT LY	39.32	60.00	
114531	5/26/2026	0005869	FERGUSON WATERWOR	0073876	4/7/2026	INVENTORY PO/ COPPER	683.11		
	Voucher:			0070894-1	4/7/2026	RESTOCK BRASS PARTS	1,326.68		
				0073604	4/10/2026	WATER WORK MATERIAL	719.88		
				0070962-3	4/7/2026	WATER WORK MATERIAL	30.98	2,760.65	
114532	5/26/2026	0009215	G&M OIL COMPANY, LLC	012-084	4/8/2026	MARCH 2026 - 18 EXPRESS CAR WASHES	126.00	126.00	
	Voucher:								
114533	5/26/2026	00002890	GRAINGER	9852219022	3/23/2026	SPECIALTY HARDWARE	804.88	804.88	
	Voucher:								
114534	5/26/2026	0013098	GREEN'S DRY CLEANING	539250	4/30/2026	APRIL 2026 - JAIL CLEANING OF GARMENTS A	1,240.04	1,240.04	
	Voucher:								
114535	5/26/2026	00002577	HACH COMPANY	14967129	4/21/2026	AS-NEEDED CALIBRATIONS OF CHLORINE ANALY	360.00	360.00	
	Voucher:								
114536	5/26/2026	0011526	HASA, INC.	1117007	4/23/2026	WATER TREATMENT CHEMICALS	1,529.82		
	Voucher:			1117009	4/23/2026	WATER TREATMENT CHEMICALS	1,383.82		
				1117013	4/23/2026	WATER TREATMENT CHEMICALS	1,234.65		
				1117015	4/23/2026	WATER TREATMENT CHEMICALS	409.43		
				1117003	4/23/2026	WATER TREATMENT CHEMICALS	917.26		
				1116999	4/23/2026	WATER TREATMENT CHEMICALS	780.78	6,255.76	
114537	5/26/2026	0009879	HDL COREN & CONE	SIN0627736	4/27/2026	JUNE 2026 HDL CONTRACT SERVICES PROPERTY	3,712.50	3,712.50	
	Voucher:								
114538	5/26/2026	00000268	HOME DEPOT CREDIT SE	8364148	5/6/2026	GENERAL MAINTENANCE - MISC SUPPLIES	478.47		
	Voucher:			8372913	4/28/2026	MISC SUPPLIES	82.78		
				8372912	4/28/2026	MISC SUPPLIES	288.00		
				0040007	4/16/2026	ELECTRICAL SUPPLIES	76.69		
				1372739	3/26/2026	GENERAL MAINTENANCE - MISC SUPPLIES	33.11		
				9364081	4/7/2026	GENERAL MAINTENANCE - MISC SUPPLIES	121.71		
				8372916	4/28/2026	MISC SUPPLIES	56.18		
				6352475	4/30/2026	MISC SUPPLIES	231.95		
				6364156	4/30/2026	MISC SUPPLIES	166.60		
				7364150	4/29/2026	MISC SUPPLIES	195.18		
				7352473	4/29/2026	MISC SUPPLIES	231.59		
				4192725		CREDIT INVOICE # 6627	-110.47		
				8363973	3/9/2026	WATER DEPARTMENT SUPPLIES	393.15		
				7352471	4/29/2026	GENERAL MAINTENANCE - MISC SUPPLIES	156.36	2,401.30	
114539	5/26/2026	00000647	HONEYWELL INTERNATI	5271859173	1/25/2026	FEB 2026 HVAC EQUIPMENT MNTC MONITORING	12,040.07	12,040.07	
	Voucher:								
114540	5/26/2026	0009928	INVESTIGATIVE POLYGR	476	4/22/2026	BACKGROUND INVESTIGATION FOR CSO/ PARKS	3,400.00	3,400.00	
	Voucher:								
114541	5/26/2026	0005586	JOE A. GONSALVES & SO	164328	4/23/2026	MAY 2025 LEGISLATIVE ADVOCACY AT THE STA	2,500.00	2,500.00	
	Voucher:								
114542	5/26/2026	0011585	JOHNSON CONTROLS FI	53777116	2/6/2026	REPLACE TWO HOSE CABINETT CONTROL VALVES	4,913.69		
	Voucher:			53740665	1/27/2026	FIRE SUPPRESSION SYSTEM	1,964.46		
				53994668	4/22/2026	SOUTH GATE PARK SERVICE CALL DEFICIENCES	16,887.82	23,765.97	
114543	5/26/2026	0012510	KILEY & ASSOCIATES, LL	SG 260430	4/30/2026	APRIL 2026 FEDERAL LEGISLATIVE ADVOCACY	3,333.33	3,333.33	
	Voucher:								
114544	5/26/2026	00003387	KNORR SYSTEMS, INC.	258754	1/14/2025	REPLACING PLUMBING SYSTEM FROM THE CIRCU	3,477.34	3,477.34	
	Voucher:								
114545	5/26/2026	0006905	LA COUNTY SHERIFF'S D	262549BL	4/17/2026	FOOD FOR THE JAIL	748.30	748.30	
	Voucher:								

114546	5/26/2026	0012590	LA TRUCK & AUTO INC, N	339565	4/21/2026	AUTOMOTIVE PARTS	552.49	552.49
	Voucher:							
114547	5/26/2026	0010392	LANDSCAPE STRUCTURE	INV-176855	3/19/2026	SOUTH GATE PARK: BOOGIE BOARD PARTS/ URB	3,018.11	3,018.11
	Voucher:							
114548	5/26/2026	0015443	LAW OFFICE OF ANDREV	ALEJANDRINA-	4/15/2026	PAYMENT PER SETTLEMENT AGREEMENT ATTACHE	35,000.00	35,000.00
	Voucher:							
114549	5/26/2026	0015481	LAW OFFICES OF ANDRE	LEMUS-2026	4/29/2026	PAYEMENT PER SETTLEMENT AGREEMENT ATTACH	15,000.00	15,000.00
	Voucher:							
114550	5/26/2026	0007795	LAWRENCE ROLL UP DO	2621352	4/8/2026	ROLL UP DOOR SERVICE AGREEMENT	6,393.63	6,393.63
	Voucher:							
114551	5/26/2026	0005527	LEAD TECH ENVIRONMEI	17654	5/6/2026	3927 WISCONSIN - LEAD AND ASBESTOS TESTI	1,205.00	
	Voucher:			17655	5/6/2026	8419 SAN CARLOS AVE - LEAD AND ASBESTOS	1,295.00	2,500.00
114552	5/26/2026	00003754	LIEBERT CASSIDY WHITM	315251	1/31/2026	1/31/26 PROFESSIONAL SERVICES RENDERED -	130.50	130.50
	Voucher:							
114553	5/26/2026	00004384	LIEN ON ME, INC.	10335457	2/6/2026	MED INVOICE REVIEW FROM ST FRANCIS FOR C	600.74	
	Voucher:			10335533	3/6/2026	MED INVOICE REVIEW FROM ST FRANCIS FOR D	217.03	
				10335534	3/6/2026	MED INVOICES REVIEW FROM ST FRANCIS FOR	347.65	
				10335535	3/6/2026	MED INVOICES REVIEW FROM ST FRANCIS FOR	32.55	
				10335536	3/6/2026	MED INVOICES REVIEW FROM ST FRANCIS FOR	261.40	1,459.37
114554	5/26/2026	00000488	LINDE GAS & EQUIPMENT	55842403	3/31/2026	SPECIALTY POOL PARTS	8.65	8.65
	Voucher:							
114555	5/26/2026	0013343	LITTLEJOHN COMMUNIC/	05012026	5/1/2026	APRIL 2026 - SERVICE FOR INMATE PHONE SY	100.00	100.00
	Voucher:							
114556	5/26/2026	0015386	LOCK-LID INDUSTRIES	2320	4/30/2026	PURCHASE SECURITY HANDHOLE POLE COVERS F	10,500.00	10,500.00
	Voucher:							
114557	5/26/2026	00004060	MCMASTER-CARR SUPPL	63933804	4/27/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	138.26	
	Voucher:			62792146	4/7/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	158.20	
				63796774	4/23/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	214.43	
				60464044	2/25/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	557.18	
				60452031	2/25/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	571.25	
				62816002	4/7/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	278.29	
				60471612	2/25/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	164.65	
				64352737	5/4/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	255.11	
				63799729	4/23/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	806.89	
				60046585	2/18/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	149.56	3,293.82
114558	5/26/2026	00004093	MELAD & ASSOCIATES	SG26-10	5/4/2026	APRIL 2026 MELAD & ASSOCIATES PLAN CHECK	675.00	
	Voucher:			SG26-11	5/4/2026	APRIL 2026 MELAD & ASSOCIATES PLAN CHECK	12,543.63	13,218.63
114559	5/26/2026	0011575	MERCHANTS BUILDING	956421	2/28/2026	FEB 2026 ANNUAL CUSTODIAL & MNTC SERVICE	26,909.00	26,909.00
	Voucher:							
114560	5/26/2026	00000447	MISC - BLDG PERMITS	254329-ELENA	5/5/2026	WWRP REFUND REQUEST PERMIT #02300002561	6,679.95	6,679.95
	Voucher:							
114561	5/26/2026	00000447	MISC - BLDG PERMITS	256094-SIERRA	5/5/2026	WWRP REFUND REQUEST PERMIT #0250000651 -	5,878.35	5,878.35
	Voucher:							
114562	5/26/2026	00000447	MISC - BLDG PERMITS	256522-ONSITE	5/4/2026	WWRP REFUND REQUEST PERMIT #0250001225-1	5,026.65	5,026.65
	Voucher:							
114563	5/26/2026	00000447	MISC - BLDG PERMITS	254658-ARGUE	5/4/2026	REFUND PROCESS JOB NOT DONE CANCELLED PE	1,524.94	1,524.94
	Voucher:							
114564	5/26/2026	00000447	MISC - BLDG PERMITS	257999-HERNA	5/6/2025	REFUND REQUESTED WORK NOT DONE 11500 OK	95.20	95.20
	Voucher:							
114565	5/26/2026	00000447	MISC - BLDG PERMITS	255770-IPERMI	5/4/2026	REFUND REQUESTED- WORK NOT DONE 9644 SAN	23.80	23.80
	Voucher:							
114566	5/26/2026	00000170	MISC - PKS & REC REFU	98586280-TRUI	4/29/2026	REFUND OF DEPOSIT (AFTER EVENT)	530.00	530.00

	Voucher:							
114567	5/26/2026	00000170	MISC - PKS & REC REFUN	100848771- OR	4/23/2026	REFUND OF DEPOSIT (AFTER EVENT)	341.00	341.00
	Voucher:							
114568	5/26/2026	00000170	MISC - PKS & REC REFUN	103719253-PEF	4/22/2026	REFUND APRIL PEREZ UNABLE TO ATTEND	139.90	139.90
	Voucher:							
114569	5/26/2026	00000170	MISC - PKS & REC REFUN	103225538-MAI	4/29/2026	REFUND-ALYSSA MANCILLAS AFTERNOON TOT TI	109.85	109.85
	Voucher:							
114570	5/26/2026	00000170	MISC - PKS & REC REFUN	101056481-SAL	4/28/2026	EMILIANO SALCEDO FOR LEVEL 2 - M&W 7:00-	62.00	62.00
	Voucher:							
114571	5/26/2026	00000170	MISC - PKS & REC REFUN	102433020 - TC	4/22/2026	REFUND ALLIE TORRES UNABLE TO ATTEND EXC	41.45	41.45
	Voucher:							
114572	5/26/2026	0011448	MNS ENGINEERS, INC.	93507	4/15/2026	2/23/26-3/29/26 PROFESSIONAL SERVICES FO	13,500.00	
	Voucher:			93690	5/1/2026	03/31/26- 04/22/26 - PROFESSIONAL SERVIC	10,057.50	23,557.50
114573	5/26/2026	0009426	MV CHENG & ASSOCIATE	4-30-2026B	5/4/2026	APRIL 2026 -PROFESSIONAL FINANCIAL AND A	7,905.00	7,905.00
	Voucher:							
114574	5/26/2026	0012286	NATIONWIDE ENVIRONM	35575	5/1/2026	STREET SWEEPING YEAR 7 OCT 25 TO JULY 26	72,852.39	72,852.39
	Voucher:							
114575	5/26/2026	0009990	NATURE'S SELECT PET F	5879	3/17/2026	DOG FOOD SUPPLIER	235.34	
	Voucher:			5920	4/30/2026	DOG FOOD SUPPLIER	130.23	365.57
114576	5/26/2026	0005289	NOBEL SYSTEMS, INC.	16365	4/22/2026	LEAK REGISTRY MODULE	3,200.00	3,200.00
	Voucher:							
114577	5/26/2026	0011139	NORM REEVES FORD SU	172694	5/1/2026	VEHICLE REPAIRS AND PARTS	887.13	887.13
	Voucher:							
114578	5/26/2026	0007984	O'REILLY AUTO PARTS	3063-266591	4/16/2026	AUTO PARTS	28.21	
	Voucher:			3063-267179	4/20/2026	AUTO PARTS	103.61	
				3063-268464	4/28/2026	AUTO PARTS	62.89	
				3063-268300	4/27/2026	AUTO PARTS	14.23	
				3063-269310	5/4/2026	AUTO PARTS	192.51	
				3063-269417	5/5/2026	AUTO PARTS	304.32	
				3063-266464	4/15/2026	AUTO PARTS	5.07	
				3063-268579	4/29/2026	AUTO PARTS	37.63	748.47
114579	5/26/2026	00002769	PARIS LASER PRINTER R	30763	4/30/2026	ONE YEAR WARRANTY	649.37	649.37
	Voucher:							
114580	5/26/2026	0011294	PARKWOOD LANDSCAPE	108318	10/31/2024	OCTOBER 2024- #1972 - LANDSCAPE MAINTENA	29,718.99	
	Voucher:			108154	9/30/2024	SEPTEMBER 2024- #1972 - LANDSCAPE MAINTE	29,718.99	59,437.98
114581	5/26/2026	0015490	PD: ARRIAGA, EDUARDO	TNR 1330	5/4/2026	APRIL 7-8 2026 DUI DETECTION/FIELD PER D	102.42	102.42
	Voucher:							
114582	5/26/2026	0015491	PD: BATRES-DAVIS, PRIC	TNR 1330	5/4/2026	APRIL 7-8 2026 DUI DETECTION/FIELD TRAVE	102.42	102.42
	Voucher:							
114583	5/26/2026	00003620	PD: CORELLA, CARLOS	TNR 1316	5/4/2026	APRIL 23-24 2026 POST CANINE PROGRAM PER	303.73	303.73
	Voucher:							
114584	5/26/2026	0015489	PD: GARCIA, JUAN	TNR 1330	5/4/2026	APRIL 7-8 2026 DUI DETECTION/FIELD PER D	102.42	102.42
	Voucher:							
114585	5/26/2026	00003809	PD: GONZALEZ, JUAN CA	TNR 1324	5/4/2026	APRIL 13-16 2026 POST MANAGMENT 25-26 CL	308.56	308.56
	Voucher:							
114586	5/26/2026	0008095	PD: HERNANDEZ, BRIAN	TNR 1329	5/4/2026	APRIL 20-MAY 1 2026 POST SUPERVISORY COU	269.70	269.70
	Voucher:							
114587	5/26/2026	00001358	PD: SBSD-EVOC TRAININ	TNR 1325	5/4/2026	BASIC ACADEMY CLASS 219 DRIVER TRAINING-	3,000.00	3,000.00
	Voucher:							
114588	5/26/2026	00004074	PD: TAN, HELENDA	TNR-1328	5/4/2026	APRIL 17 2026 DISPATCH INTERPERSONAL TRA	104.35	104.35
	Voucher:							
114589	5/26/2026	0010391	PK: LOPEZ, JORGE L.	104044992	4/20/2026	RENTERIA BASEBALL LEAGUE - SUMMER 2026	960.00	960.00

	Voucher:							
114590	5/26/2026	00003721	PLUMBERS DEPOT INC.	PD-61159	4/23/2026	GAPVAX REPAIR AND PARTS	143.33	
	Voucher:			PD-61223	4/30/2026	GAPVAX REPAIR AND PARTS	2,921.50	3,064.83
114591	5/26/2026	0015118	PRINTING NEST LLC	1010581	4/21/2026	250 BUSINESS CARDS JASON TROXIL PW	38.76	
	Voucher:			1010598	4/23/2026	250 BUSINESS CARDS LT DAHLIA POLICE DEPT	38.76	77.52
114592	5/26/2026	0006933	PSYCHOLOGICAL CONSL	902568	2/28/2026	PSYCHOLOGICAL CONSULTING FOR PD	462.00	
	Voucher:			902666	4/21/2026	PSYCHOLOGICAL CONSULTING FOR PD	462.00	924.00
114593	5/26/2026	00000416	RAPID-O-PRINT	35717	3/24/2026	PRINTING SERVICES	263.59	263.59
	Voucher:							
114594	5/26/2026	00004773	RET: ALMANZA, JOSEPH	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	194.83	194.83
	Voucher:							
114595	5/26/2026	0008275	RET: AROCHA, FRANCIS	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,163.88	1,163.88
	Voucher:							
114596	5/26/2026	0013775	RET: AVILES, OMAR ADO	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	900.00	900.00
	Voucher:							
114597	5/26/2026	00001840	RET: BLASKA, WILLIAM M	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
114598	5/26/2026	00004776	RET: CARTER, LLOYD B	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
114599	5/26/2026	00000495	RET: CHAVEZ, ANTHONY	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114600	5/26/2026	0006505	RET: CORBET, RONALD	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,435.98	1,435.98
	Voucher:							
114601	5/26/2026	0008746	RET: DELEON, RUBEN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114602	5/26/2026	0011326	RET: GALVAN, RAY A.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114603	5/26/2026	0013282	RET: GARCIA, VIVIAN M.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114604	5/26/2026	0006508	RET: GOMEZ, JOSEPH C.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114605	5/26/2026	0010881	RET: KOOPMANS, WILLIA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114606	5/26/2026	0010410	RET: LEO, FRANK	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114607	5/26/2026	00003833	RET: MOOMEY, STEVEN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	518.00	518.00
	Voucher:							
114608	5/26/2026	00003328	RET: MOSBY, DOROTHEA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	194.83	194.83
	Voucher:							
114609	5/26/2026	00003798	RET: RANGEL, ARMANDO	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
114610	5/26/2026	00002735	ROADLINE PRODUCTS, IN	22764	4/15/2026	STREET DIVISION AS NEEDED PAINT FOR SIGN	1,899.36	1,899.36
	Voucher:							
114611	5/26/2026	0007826	RON'S MAINTENANCE, IN	1511	5/3/2026	ANNUAL CITYWIDE CATCH BASIN MAINTENANCE	21,075.00	21,075.00
	Voucher:							
114612	5/26/2026	0008369	SAFETY-KLEEN SYSTEM,	99530183	3/12/2026	03/10/26 - CLEANING SERVICE OF EQUIPMENT	82.00	
	Voucher:			99521623	4/3/2026	04/01/26 -CLEANING SERVICE OF EQUIPMENT	311.45	
				99114167	2/5/2026	02/03/26 - CLEANING SERVICE OF EQUIPMENT	306.68	700.13
114613	5/26/2026	0014707	SALES AND DISTRIBUTIO	26031901IN	3/19/2026	OIL ABSORBENTS DIRT FOR SPILLS	2,796.48	2,796.48
	Voucher:							
114614	5/26/2026	0014767	SC FUELS	IN-0000341163	4/22/2026	INVENTORY PO/ BARE BRICK	2,699.95	2,699.95
	Voucher:							

114615	5/26/2026	00004834	SECURITY SIGNAL DEVIC	S-01168503	4/14/2026	REPAIR AND MAINTENANCE NOT ON CONTRACT	94.50	94.50
	Voucher:							
114616	5/26/2026	0012883	SHUSTER ADVISORY GR(	11135	3/31/2026	ADVISORY FEE 475(B), 401(A) & OBRA PLAN	7,500.00	7,500.00
	Voucher:							
114617	5/26/2026	00004857	SMITH FASTENER COMP/	0057982	4/14/2026	SPECIALITY HARDWARE	67.92	67.92
	Voucher:							
114618	5/26/2026	00004868	SO CALIF REHABILITATIC	Q3 FEB 2026	3/13/2026	PROVIDE S.G. RESIDENTS WITH DISABILITIES	4,591.71	4,591.71
	Voucher:							
114619	5/26/2026	00004897	ST FRANCIS MEDICAL CE	H706000480053	2/6/2026	ACCT# 46133195 -CORONA, ANTHONY CLAIM 01	1,541.82	
	Voucher:			H706000447063	3/6/2026	ACCT# 46133195 -DEJURNETT, CAMERON CLAIM	450.44	
				H706000447348	3/6/2026	ACCT# 46133195 -GUZMAN JESUS CLAIM 09012	744.34	
				H706000455773	3/6/2026	ACCT# 46133195 -REYES, BRANDON CLAIM 100	143.25	
				H706000448368	3/6/2026	ACCT# 46133195 -ROJAS, ARIANA CLAIM 0905	815.55	3,695.40
114620	5/26/2026	0012517	T.Y. LIN INTERNATIONAL	30102510084_F	3/18/2026	SEPTEMBER 2025 - CITY WIDE RESIDENTIAL R	48,793.50	
	Voucher:			30120511111_F	3/18/2026	OCTOBER 2025 - CITY WIDE RESIDENTIAL RES	50,256.25	99,049.75
114621	5/26/2026	00003851	THOMSON REUTERS	853553283	5/1/2026	04/01/26 - 04/30/26 - ONLINE SOFTWARE SU	759.00	759.00
	Voucher:							
114622	5/26/2026	0011640	TIREHUB, LLC	58331834	4/29/2026	TIRES PURCHASE	285.70	285.70
	Voucher:							
114623	5/26/2026	0015493	TORO ENTERPRISES, INC	MAY06	5/6/2026	DEPARTMENT REFUND - TORO 13050 PARAMOUNT	3,000.00	3,000.00
	Voucher:							
114624	5/26/2026	00003438	TRANS UNION-SOUTHER	04603073	4/28/2026	CREDIT CHECKS	13.97	
	Voucher:			03603072	3/25/2026	CREDIT CHECKS	55.88	69.85
114625	5/26/2026	0008005	U.S. BANK-PARS ACCT#6	APRIL 2026	3/15/2026	APRIL 2026 - PARS SUPPLMNTL RETIREMNT PL	5,408.37	
	Voucher:			MARCH 2026	2/15/2026	MARCH 2026 - PARS SUPPLMNTL RETIREMNT	5,408.37	10,816.74
114626	5/26/2026	00004964	UNDERGROUND SERVICI	25-263538	5/1/2026	DIG ALERTS	173.62	
	Voucher:			420260221	5/1/2026	DIG ALERTS	601.25	774.87
114627	5/26/2026	0010265	UNITED PACIFIC SERVICI	1061-1 - 1061-5	4/30/2026	04/01/26 - 04/31/26 - ANNUAL TREE MAINTE	20,222.50	20,222.50
	Voucher:							
114628	5/26/2026	00001848	VERIZON WIRELESS	6126619114	10/21/2025	09/22/25-10/21/25- ACCT# 870804337-00001	4,113.56	
	Voucher:			6129115539	11/21/2025	10/22/25-11/21/25- ACCT# 870804337-00001	4,429.15	
				6131634138	12/21/2025	11/22/25-12/21/25- ACCT# 870804337-00001	3,513.13	
				6134141462	1/21/2026	12/22/25-01/21/26- ACCT# 870804337-00001	3,149.78	
				6136645947	2/21/2026	01/22/26-02/21/26- ACCT# 870804337-00001	3,383.40	
				6139176633	3/21/2026	02/22/26-03/21/26- ACCT# 870804337-00001	4,652.61	
				6141693358	4/21/2026	03/22/26-04/21/26- ACCT# 870804337-00001	4,950.34	28,191.97
114629	5/26/2026	0011064	W.A. RASIC CONSTRUCT	346132	10/8/2025	ON-CALL WATER AND SEWER CONTRACT YEAR 1	1,668.92	
	Voucher:			346562	4/20/2026	ON-CALL WATER AND SEWER CONTRACT YEAR 1	15,200.00	
				346570	4/28/2026	ON-CALL WATER AND SEWER CONTRACT YEAR 1	4,022.22	20,891.14
114630	5/26/2026	00004423	WALTERS WHOLESALE E	S130280009.00	4/27/2026	ELECTRICAL SUPPLIES	1,742.14	1,742.14
	Voucher:							
114631	5/26/2026	0010476	WECK LABORATORIES IN	W6D1118	4/21/2026	WATER SAMPLES	399.00	
	Voucher:			W6E0013	5/1/2026	WATER SAMPLES	145.00	
				W6E0015	5/1/2026	WATER SAMPLES	640.00	
				W6D1491	4/27/2026	WATER SAMPLES	230.00	
				W6D1335	4/23/2026	WATER SAMPLES	250.00	
				W6D0516	4/9/2026	WATER SAMPLES	95.00	
				W6D0831	4/15/2026	WATER SAMPLES	450.00	
				W6D0830	4/15/2026	WATER SAMPLES	1,525.00	
				W6D1117	4/21/2026	WATER SAMPLES	450.00	
				W6D0517	4/9/2026	WATER SAMPLES	1,525.00	5,709.00
114632	5/26/2026	00000032	WEST COAST MAILERS	12222	3/24/2026	PRINTING, FOLDING, MAILING - WATER NOTIC	3,610.00	3,610.00

	Voucher:							
114633	5/26/2026	00000561	WESTERN EXTERMINAT(	94629531	4/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	79.45	
	Voucher:			92763528	4/17/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	241.28	
				94629530	4/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	233.96	
				94629339	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	85.50	
				94628324	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	241.28	
				94628170	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	124.63	
				94628169	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	49.50	
				94628167	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	156.05	
				94628168	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	45.00	
				94627886	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	304.37	
				94627767	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	235.56	
				94630534	5/13/2026	ANNUAL PEST CONTROL SERVICE AGREEMENT FY	59.00	1,855.58
114634	5/26/2026	0012301	WHITTIER FERTILIZER C(	438302	4/29/2026	SOIL MIXES,AMENDMENTS & SPECIAL SAND MIX	897.08	897.08
	Voucher:							
114635	5/26/2026	00001280	WILLDAN	00237812	4/17/2026	3/31/26 PROFESSIONAL SERVICES FOR CODE E	4,400.00	
	Voucher:			00342369	4/16/2026	STAFF AUGMENTATION - ST SUPERINTENDENT	19,975.00	24,375.00
114636	5/26/2026	0011321	WITTEK GOLF	INV164115	4/30/2026	GOLF COURSE SUPPLIES AND EQUIPMENT	495.77	495.77
	Voucher:							
114637	5/26/2026	00000062	ZIEGLER'S HARDWARE&	7036	3/27/2026	MISC HARDWARE	31.48	
	Voucher:			7096	4/7/2026	MISC HARDWARE	26.54	
				7103	4/8/2026	MISC HARDWARE	44.21	
				7176	4/23/2026	MISC HARDWARE	41.61	
				7191	4/27/2026	MISC HARDWARE	50.90	
				7197	4/28/2026	MISC HARDWARE	19.90	
				7076	4/8/2026	MISC HARDWARE	13.26	227.90
114638	5/26/2026	00000063	ZUMAR INDUSTRIES INC	11793	4/23/2026	TRAFFIC SIGNS ANCHORS AND POLES FOR TRAF	1,309.07	1,309.07
	Voucher:							
20260421	4/22/2026	0014165	U.S. DEPARTMENT OF HL	EHV-CA119ESC	4/21/2026	EHV PROGRAM SERVICE FEE REIMB # CA 119ES	39,428.00	39,428.00
	Voucher:							
31950423	4/22/2026	0011968	WEX BANK	1117896	4/22/2026	SHELL-GAS FOR PD	1,188.98	1,188.98
	Voucher:							
513610045	4/30/2026	00002335	PITNEY BOWES	APR 2026	4/29/2026	RESERVE ACCOUNT (#34719070) DEPOSIT FOR	3,500.00	3,500.00
	Voucher:							
1003271336	4/22/2026	00000343	PUBLIC EMPLOYEES RET	1000000182737	4/13/2026	2026 REPLACEMENT BENEFIT CONTRIBUTION	12,316.68	12,316.68
	Voucher:							
						Sub total for BANK OF THE WEST:		1,085,286.08

255 checks & 4 wire in this report

Grand Total All Checks & Wire: 1,085,,286.08

apChkLst Final Check List Page: 1
05/19/2026 8:02:47AM CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3112	4/9/2026	00004708	PERS HEALTH PLAN	Ben383370	4/9/2026	MAY 2026 MEDICAL HMO ANTHE	567,262.89	567,262.89
	Voucher:							
3125	5/7/2026	00000004	NATIONWIDE RETIREMENT :	Ben384397	5/7/2026	DEF COMP NATIONWIDE: PAYME	75,335.32	75,335.32
	Voucher:							
3126	5/7/2026	00002370	INTERNAL REVENUE SERVI(	Ben384399	5/7/2026	MEDICARE: PAYMENT	214,616.68	214,616.68
	Voucher:							
3127	5/7/2026	00004836	SEIU LOCAL 721 CTW CLC-2	Ben384401	5/7/2026	SEIU DUES: PAYMENT	2,983.65	2,983.65
	Voucher:							
3129	5/7/2026	00000343	PUBLIC EMPLOYEES RETIRI	Ben384405	5/7/2026	REDEPOSIT/WITHDRAWN CONT	301,605.54	301,605.54
	Voucher:							
3130	5/7/2026	00001186	EMPLOYMENT DEVELOPME	Ben384407	5/7/2026	SDI: PAYMENT	79,129.46	79,129.46
	Voucher:							
3131	5/7/2026	00004996	SEIU-COPE LOCAL 721, LA/C	Ben384409	5/7/2026	SEIU- COPE LOCAL 721 DEDUCT	133.01	133.01
	Voucher:							
3132	5/7/2026	00004988	CHILD SUPPORT ON-LINE, S	Ben384411	5/7/2026	CHILD SUPPORT-ONLINE: PAYMI	340.13	340.13
	Voucher:							

Sub total for BANK OF THE WEST: 1,241,406.68

8 checks in this report.

Grand Total All Checks: 1,241,406.68

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5984	5/26/2026	0014823	RET: ANTHONY PEREZ, I	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
	Voucher:							
5985	5/26/2026	0012466	RET: ADAMS, PAUL L.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,299.14	1,299.14
	Voucher:							
5986	5/26/2026	0005570	RET: ALONZO, ANTHONY	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,169.00	1,169.00
	Voucher:							
5987	5/26/2026	0014715	RET: ANDERSON, KENNE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
5988	5/26/2026	0015298	RET: ARAKAWA, DARREN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,853.04	1,853.04
	Voucher:							
5989	5/26/2026	0012843	RET: AUSTIN, BYRON A.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
	Voucher:							
5990	5/26/2026	0005813	RET: AVILA, VINCENT	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
	Voucher:							
5991	5/26/2026	0014366	RET: BARKER, RILEY M.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
	Voucher:							
5992	5/26/2026	0012982	RET: BONILLA CLAYTON,	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
5993	5/26/2026	00001265	RET: BRASSFIELD, CHAR	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
5994	5/26/2026	0006324	RET: BURBACH, MAUREE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
	Voucher:							
5995	5/26/2026	0012844	RET: CAMACHO, EDWARI	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,163.88	1,163.88
	Voucher:							
5996	5/26/2026	00005119	RET: CENDEJAS, LIZ	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	600.00	600.00
	Voucher:							
5997	5/26/2026	0015485	RET: CHAVES, GEORGE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	194.83	194.83
	Voucher:							
5998	5/26/2026	0014800	RET: CHAVEZ, CELESTE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
5999	5/26/2026	00000817	RET: CHRIST, DOUGLAS I	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
6000	5/26/2026	0015376	RET: COSTLEY, STEVEN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
6001	5/26/2026	00003408	RET: DAMRON, ROGER V	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
6002	5/26/2026	0014404	RET: DAVILA, PAULITA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
	Voucher:							
6003	5/26/2026	0013163	RET: DAVIS, RANDALL JO	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,196.68	1,196.68
	Voucher:							
6004	5/26/2026	00004777	RET: DAY, ROBERT A	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
	Voucher:							
6005	5/26/2026	00001776	RET: EADE, JOANN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	194.83	194.83
	Voucher:							

6006	5/26/2026 Voucher:	00003973	RET: EADS, KENNETH P.	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,169.00	1,169.00
6007	5/26/2026 Voucher:	00003853	RET: FANNIN, ZONA	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6008	5/26/2026 Voucher:	0008820	RET: FERNANDEZ, CARL(	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6009	5/26/2026 Voucher:	00004403	RET: FIELD, GARY	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6010	5/26/2026 Voucher:	0006507	RET: FIGUEROA, GLORIA	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6011	5/26/2026 Voucher:	0013564	RET: FLAD, MICHAEL	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,339.68	1,339.68
6012	5/26/2026 Voucher:	00000605	RET: FORRESTER, BOB L	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6013	5/26/2026 Voucher:	0015486	RET: FRANCO, JOSE	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
6014	5/26/2026 Voucher:	0005355	RET: GALBREATH, RUSSI	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	435.57	435.57
6015	5/26/2026 Voucher:	0011186	RET: GAMBOA, OSCAR	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6016	5/26/2026 Voucher:	00000496	RET: GEORGE, RONALD I	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6017	5/26/2026 Voucher:	0013121	RET: GONZALES, LORET	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6018	5/26/2026 Voucher:	00003940	RET: GONZALEZ, HIRAM	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6019	5/26/2026 Voucher:	0006328	RET: GUTIERREZ, MANUI	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,395.60	1,395.60
6020	5/26/2026 Voucher:	0014822	RET: GUTIERREZ, REYNA	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
6021	5/26/2026 Voucher:	0006510	RET: HERNANDEZ, MARI/	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6022	5/26/2026 Voucher:	0006329	RET: HOMSHER, HUGH	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	916.86	916.86
6023	5/26/2026 Voucher:	0013216	RET: HUFFMAN, EDWARI	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6024	5/26/2026 Voucher:	0012845	RET: HUGAR L., JAMES	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6025	5/26/2026 Voucher:	00004784	RET: HUNTRODS, RICHAI	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	239.00	239.00
6026	5/26/2026 Voucher:	0009521	RET: HUPP, KEITH	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6027	5/26/2026 Voucher:	00004785	RET: IRISH, TERRY F	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6028	5/26/2026 Voucher:	0011110	RET: JOHNSON, GERALD	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6029	5/26/2026 Voucher:	00004787	RET: KENNEDY, GARY E	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6030	5/26/2026 Voucher:	0005356	RET: KEY, ANDREW	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,169.00	1,169.00
6031	5/26/2026 Voucher:	0011111	RET: KOOMEN, SHERI L.	MAY	2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00

6032	5/26/2026	0009946	RET: LEFEVER, STEVEN A	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	200.00	200.00	
	Voucher:								
6033	5/26/2026	00004789	RET: LILLEY, RAYMOND E	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00	
	Voucher:								
6034	5/26/2026	0012707	RET: LLOYD, BRUCE W.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6035	5/26/2026	0012927	RET: LONG, PENG	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6036	5/26/2026	0005633	RET: LOPEZ, ALFONSO	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	590.37	590.37	
	Voucher:								
6037	5/26/2026	0006511	RET: LOPEZ, RAMON A.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6038	5/26/2026	0009453	RET: LOPEZ, VERONICA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6039	5/26/2026	0013398	RET: MARIN, SANDRA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6040	5/26/2026	0007656	RET: MATSUKIYO, DAVID	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99	
	Voucher:								
6041	5/26/2026	0014276	RET: MCEVILLY, DEBORA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00	
	Voucher:								
6042	5/26/2026	0013777	RET: MONTANEZ JR., ABE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00	
	Voucher:								
6043	5/26/2026	0015377	RET: MORALES, VALERIE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00	
	Voucher:								
6044	5/26/2026	0011895	RET: MUNOZ, ALFREDO	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99	
	Voucher:								
6045	5/26/2026	00003239	RET: NASSAR, SAMI R	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	200.00	200.00	
	Voucher:								
6046	5/26/2026	0014639	RET: O'MALLEY, DEREK	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99	
	Voucher:								
6047	5/26/2026	0012468	RET: ORTIZ, JULIAN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	807.05	807.05	
	Voucher:								
6048	5/26/2026	0015484	RET: OSTERHOUDT, LAR	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00	
	Voucher:								
6049	5/26/2026	0012467	RET: PATINO, IGNACIO M	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99	
	Voucher:								
6050	5/26/2026	0011522	RET: PELLERIN, ROBERT	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99	
	Voucher:								
6051	5/26/2026	00005237	RET: PEREZ, SUSAN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6052	5/26/2026	0010733	RET: PIXLER, DAVID	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99	
	Voucher:								
6053	5/26/2026	00004794	RET: POWELL, ROBERT H	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00	
	Voucher:								
6054	5/26/2026	0015378	RET: QUINTERO, JORGE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00	
	Voucher:								
6055	5/26/2026	0006326	RET: RAMIREZ, VIRGINIA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6056	5/26/2026	0006327	RET: RASCO, ANGELA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00	
	Voucher:								
6057	5/26/2026	0011967	RET: RIVERA, FRANK J.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	825.69	825.69	
	Voucher:								

6058	5/26/2026 Voucher:	0011978	RET: RIVERA, HANNAH TI	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	825.69	825.69
6059	5/26/2026 Voucher:	0012837	RET: RODRIGUEZ, ANNA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6060	5/26/2026 Voucher:	0012682	RET: RUIZ, NELLIE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6061	5/26/2026 Voucher:	0011112	RET: SALDIVAR, MARIO M	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6062	5/26/2026 Voucher:	0013274	RET: SAUCEDO NEVAREZ	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6063	5/26/2026 Voucher:	0009865	RET: SCHRADER, GEORG	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,505.00	1,505.00
6064	5/26/2026 Voucher:	0011521	RET: SCOTT, DAVID	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6065	5/26/2026 Voucher:	0013273	RET: SEKIYA, JONATHAN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	828.03	828.03
6066	5/26/2026 Voucher:	00000458	RET: SEWELL, ELAINE	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6067	5/26/2026 Voucher:	00000459	RET: SEWELL, KENNETH	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6068	5/26/2026 Voucher:	0006513	RET: SHETTER, RANDOLI	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6069	5/26/2026 Voucher:	00000869	RET: SMITH, CHARLES R	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6070	5/26/2026 Voucher:	00004796	RET: SPEELMAN, PATRIC	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6071	5/26/2026 Voucher:	00002147	RET: SPROWLS, KENNET	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	250.00	250.00
6072	5/26/2026 Voucher:	0008313	RET: SULLIVAN, DARREN	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,169.00	1,169.00
6073	5/26/2026 Voucher:	0006512	RET: TATTI, WILLIAM P.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6074	5/26/2026 Voucher:	0014457	RET: TEEPLES, JAMES	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6075	5/26/2026 Voucher:	0014524	RET: TIMOTEO, VINEULA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
6076	5/26/2026 Voucher:	0014403	RET: TORRES, DAVID E	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	200.00	200.00
6077	5/26/2026 Voucher:	0012959	RET: TREJO, RAMONA M	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6078	5/26/2026 Voucher:	0014379	RET: URTEZ, YOLANDA	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
6079	5/26/2026 Voucher:	00003573	RET: VAN LIEROP, MARTI	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	503.50	503.50
6080	5/26/2026 Voucher:	0013776	RET: VARGAS, ALEX J.	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	300.00	300.00
6081	5/26/2026 Voucher:	0015164	RET: VERVERA, ISMAEL	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
6082	5/26/2026 Voucher:	00003959	RET: WADE, RICHARD	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	306.00	306.00
6083	5/26/2026 Voucher:	0007655	RET: WELLS, GREGORY	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	807.05	807.05

6084	5/26/2026 Voucher:	00004379	RET: WHALEN, HARVEY	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	150.00	150.00
6085	5/26/2026 Voucher:	0008821	RET: WILLIAMS, TIMOTH	MAY 2026	5/7/2026	MAY 2026- RETIREE MEDICAL INS.	1,576.99	1,576.99
						Sub total for BANK OF THE WEST EFT:		64,716.30

102 Eft's in this report.

Grand Total All Eft's 64,716.30

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 05/26/2026

TOTAL PART I - PAYROLL- RELATED CHECKS		59,757.99
TOTAL PART II - PREPAID CHECKS 5/06/26		63,950.96
TOTAL PART III - PREPAID CHECKS 5/13/26		105,777.86
TOTAL PART IV -ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		1,085,286.08
TOTAL PART V -PAYROLL- RELATED WIRE TRANSFERS		1,241,406.68
TOTAL PART VI -ACCOUNTS PAYABLE EFTs		64,716.30
	SUB - TOTAL	2,620,895.87
LESS: VOIDS		(1,653.33)
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(468,577.77)
	GRAND TOTAL	2,150,664.77

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **114469** to Warrant Number **114638** inclusive, plus WireTransfers and EFTs totaling **$2,150,664.77** as listed on the accompanying Accounts Payable Warrant Register of **May 26, 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
114290	WEX BANK	4/28/2026	$ 153.33	Paid via ACH
114054	PK: MARTINEZ, GILBERT	4/14/2026	$1,500.00	Paid via CC
	TOTAL OF VOIDED CHECKS		**$ 1,653.33**	
original ck #	**REPLACEMENT CHECKS**			
114398	SOUTH GATE HIGH SCHOOL	5/12/2026	$341.00	WRONG PAYEE
	*** TOTAL OF REPLACEMENT CHECKS**		**$341.00**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

5/19/26
ACCOUNTING AND FINANCE MANAGER

5/20/26
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on May **26,2026** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.