AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, APRIL 14, 2026

City Hall | **Special Meeting** | **8:30 AM**

CITY HALL
COUNCIL CHAMBERS
1275 W MAIN STREET
EL CENTRO, CA 92243

Notice is hereby given that the Mayor of the City of El Centro has called a Special Meeting of the City Council to consider the item(s) on this agenda.

The public may attend in person. Any member of the public attending in person and wishing to make a comment is asked to complete a speaker slip and follow the instructions below regarding "Notice to the Public". Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to CityClerk@cityofelcentro.org or call 760-337-4515 by April 14, 2026.

COUNCIL MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting:
https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhSZWp6R0tVZz09&omn=87851540042

Optional dial-in number: (669) 444-9171
Meeting ID: 418 037 5132 Passcode: 5iHJYM

Public comments via Zoom are subject to the same time limits as those in person.

The Mayor and Council Members may be reached at (760) 336-8989.

Mayor:	**Michael Crankshaw**	**City Manager: Robert Sawyer**
Mayor Pro-Tem:	**Claudia Camarena**	**City Attorney: Joanna Hoff**
Council Members:	**Sylvia Marroquin**	**City Clerk: Norma Wyles**
	Marty Ellett	
	Sonia Carter	

8:30 AM - CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL:

CLOSED SESSION PUBLIC MEETING:
Any member of the public wishing to address the City Council on any matter appearing in the closed session agenda is asked to complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. No comments on non-agenda items will be heard at this special meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION:

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property:
Properties within El Centro, CA 92243 at the following addresses:
El Centro Regional Medical Center, 1415 Ross Ave.
ECRMC Medical Office Building, 1271 Ross Ave.
El Centro Outpatient Clinic, 385 W. Main St.
1204 Poplar Dr.
1258 Poplar Dr.
1295 Poplar Dr.
1455 Pepper Dr.
1215 Ross Ave.
1225 Ross Ave.
1243 Ross Ave.
1251 Ross Ave.
1271 Ross Ave.
135 South 4th St.
Agency Negotiators: Sheppard Mullin (Eric Newsom, Megan Rooney, Christina Nguyen)
Negotiating Parties: Imperial Valley Healthcare District (IVHD)
Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Patrick Clark
Employee Organizations: Firefighters Association, General Employees Unit and Supervisor, Professional, and Technical Employees Unit

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Robert Sawyer
Unrepresented Employees:
Human Resources Staff Assistant
Management Assistant
Human Resources Analyst (2)
City Clerk Staff Assistant
City Manager Staff Assistant
Human Resources Analyst II
Public Information Officer
Multimedia Content Creator

Battalion Chief (3)
Police Lieutenant (3)
Police Commander I
Economic Development Manager
Project Manager Civil
Principal Engineer
Information Technology Administrator
City Clerk
Chief of Fire
Director of Public Works
Assistant Director of Community Development
Director of Finance
Director of Human Resources
Director of Community Services
Directory of Community Development
Chief of Police
Director of Library

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes.** When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda. **However, you may not show a visual presentation without review of that material. If you do so, you will be considered out of order.**

* Any information provided on the "Speaker Slip" is voluntary and will be public record

12:00 PM - OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

PLEDGE OF ALLEGIANCE:

INVOCATION:

CITY ATTORNEY REPORT ON CLOSED SESSION:

(TIME MAY VARY) PUBLIC COMMENTS:

The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code §54953.3); this information on the "Speaker

Slip” assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. * Any information provided on the “Speaker Slip” is voluntary and will be public record.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Presentation — National Library Week, April 19–25, 2026

2. Proclamation — National Public Safety Telecommunicators Week, April 12–18, 2026

CONSENT AGENDA (ITEMS 3-4):

3. Approval of City Council Minutes of March 17, 2026 and March 31, 2026.

4. Approval of payments related to the IID Date Drain "3-D" undergrounding at Countryside Drive, update.

NEW BUSINESS:

5. Community Sponsorship — The Joshua Lavell Holmes Foundation

   Presentation: Robert Sawyer, City Manager

   Recommendation:
   Discussion and any necessary action regarding the community sponsorship request.

6. Award of Bid for CML-5169 (058) Imperial Avenue Synchronization Project.

   Presentation: Abraham Campos, Public Works Director/City Engineer

   Recommendation:
   Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FEDERAL PROJECT No. CML-5169 (058).

7. Approval of a Professional Services Agreement with Westnet, LLC for Installation of Fire Station Alerting Systems (FY26 Capital Improvement Project).

   Presentation: Joseph Bernal , Fire Chief

   Recommendation:
   Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTNET, LLC FOR THE FIRST-IN FIRE STATION ALERTING SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

8. Operational update for the El Centro Police Department's drone program.

   Presentation: Rene McNish , Lieutenant

   Recommendation:
   Receive and File the El Centro Police Department Unmanned Aerial Systems (UAS)

Program Operational Update.

9. Discussion and necessary action regarding Communications Site Lease Agreement with Vero Fiber.

   Presentation: Adriana Nava, Community Services Director

   Recommendation:
   Approve a Land Lease Agreement with Vero Broadband, LLC for the lease of a portion of a City-owned property located at 1350 South 8th Street. The agreement allows Vero Broadband to install and operate telecommunications infrastructure to provide broadband internet services to the El Centro community.

10. Discussion and related action regarding an extension to the Agreement with Catholic Charities Diocese of San Diego for the Working Hands Workforce Development Program.

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    Staff recommends approval of a one (1) year extension of the agreement with Catholic Charities for the continued implementation of the Working Hands Workforce Development Program under the same terms and conditions.

11. Award of Bid and authorize a contract for the Veteran's Memorial Phase 2 Project.

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR VETERAN'S MEMORIAL PHASE 2 PROJECT.

12. Discussion and related action regarding the review and selection of mural concepts for Downtown El Centro.

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    That the City Council review the proposed mural designs for the Embellece (Beautify) El Centro Downtown Beautification Project, approve the selected mural concepts, and authorize staff to take all actions necessary to move forward with fabrication and installation.

13. Discussion and related action regarding a Construction Contract with Shade Structures, Inc. in the amount of $153,280.88 for Shade Structures for the Embellece (Beautify) El Centro Downtown Beautification Project.

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    Provide City Staff direction regarding the addition of shade structures for the Embellece (Beautify) El Centro Downtown Beautification Project.

14. Discussion and any necessary action regarding the cancellation of the April 21, 2026, City Council meeting.

    Presentation: Michael Crankshaw, Mayor

    Recommendation:
    Direction from City Council regarding the cancellation of the April 21, 2026, City Council meeting.

LEGISLATIVE ACTION:

INFORMATIONAL ITEMS:

15. Update Emergency Declaration - WWTP Bar Screen Failure

16. Certificate of Mailing Notice of Application to the City, County and Municipal Government Agencies.

TASK FORCE /CONFERENCE ATTENDANCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:

CITY MANAGER REPORT:

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760) 337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangement to assure accessibility to this meeting.

Presentation — National Library Week, April 19–25, 2026

CITY MANAGER'S RECOMMENDATION:
N/A

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
N/A

DISCUSSION:
N/A

CONCLUSION:
N/A

ATTACHMENTS:
None

Proclamation — National Public Safety Telecommunicators Week, April 12–18, 2026

CITY MANAGER'S RECOMMENDATION:
N/A

FISCAL IMPACT:
N//A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
N/A

DISCUSSION:
N/A

CONCLUSION:
N/A

ATTACHMENTS:
None

Approval of City Council Minutes of March 17, 2026 and March 31, 2026.

CITY MANAGER'S RECOMMENDATION:
Approve the City Council meeting minutes of March 17, 2026 and March 31, 2026.

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:
1. 3-17-2026 Regular CC Minutes
2. 3-31-2026 Special Meeting CC Minutes

REGULAR MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
TUESDAY, MARCH 17, 2026, 3:30 P.M.

The El Centro City Council met in a regular session on Tuesday, March 17, 2026 at 3:33 p.m. in Conference Room A, El Centro City Hall, 1275 W. Main Street, El Centro, California for the purpose of closed session.

PRESENT: Council: Carter, Camarena, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer, City Attorney Hoff
ABSENT: None

CLOSED SESSION PUBLIC COMMENT
None

CITY COUNCIL CLOSED SESSION
Moved by Marroquin, second by Ellett, to adjourn into closed session for:

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Patrick Clark
Employee Organization: Firefighters Association, General Employees Unit and Supervisor, Professional, and Technical Employees Unit.

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Robert Sawyer
Unrepresented Employees: Human Resource Staff Assistant
Management Assistant
Human Resources Analyst (2)
City Clerk Staff Assistant
Staff Assistant
Human Resource Analyst II
Public Information Officer
Multimedia Content Creator
Battalion Chief (3)
Police Lieutenant (3)
Police Commander I
Economic Development Manager
Project Manager Civil
Principal Engineer
Information Technology Administrator
City Clerk
Chief of Fire
Director of Public Works
Assistant Director of Community Development
Director of Finance

Director of Human Resource
Director of Community Services
Director of Community Development
Chief of Police
Director of Library

Motion carried unanimously.

Closed Session concluded at 6:04 p.m. (All present)

City Council recessed to 6:05 p.m.

OPEN SESSION
The El Centro City Council met in a regular session on Tuesday, March 17, 2026, at 6:09 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Carter, Camarena, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer, City Attorney Hoff
ABSENT: None

Invocation was given by Mayor Pro-Tem Camarena and Pledge of Allegiance to the flag of the United States of America was led by Council Member Ellett.

CITY ATTORNEY REPORT ON CLOSED SESSION
No reportable action.

PUBLIC COMMENTS
Public comment was received from Aaron Green, Froilan Medina, and Peter Rodriguez.

***Presentation was moved and became the last item on the agenda.**
PRESENATIONS:
1. Proclamation – Autism Acceptance Month April 2026, World Autism Acceptance Day April 2, 2026.

CONSENT AGENDA (ITEMS 2-7)
Moved by Marroquin, second by Carter, approving consent item #2-7.

2. Approval of the Warrant Registers for the month of February 2026.

3. Approval of the Payroll Registers for the month of February 2026.

4. Approval of Treasurer's Report for the month of February 2026.

5. Approval of the City Council minutes of March 3, 2026.

6. Adoption of **Resolution No. 26-20,** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A DESIGN PROFESSIONAL SERVICES AGREEMENT WITH TYPSA, INC. FOR ON-CALL CIVIL ENGINEERING GENERAL SERVICES.

7. Approval of proposal for Outreach & Communications Support Services with Tripepi Smith & Associates, Inc.,

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

PUBLIC HEARING:

8. This was the scheduled date and time for a public hearing to consider the recommendation of the Planning Commission regarding an update to the multi-family residential zone permitted uses. Presentation by Angel Hernandez, Community Development Director.

Mayor Crankshaw opened the public hearing and invited anyone wishing to speak to come forward. Comment was received by Shashiba. Seeing no one else come forward to make a comment. **Motion to continue the public hearing was made by Council Member Ellett and second by Mayor Pro-Tem Camarena.**

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

NEW BUSINESS

9. Presentation by Andy Heath, Financial Consultant, presented the Fiscal Year 2026 Mid-Year Budget Review. Mr. Heath gave an update and discussed the General Fund Budget, General Fund Multi-Year Forecast, Measure P Fund, Water Fund(s), Wastewater Funds(s), Special Revenue Funds – Transportation, Special Fire Fund, Capital Projects Funds-Bonds Projects, and Internal Service Funds. Comment was received by Peter Rodriguez.

Motion by Marroquin, second by Carter, **approval of the Mid-Year Budget update for major operating funds for Fiscal Year 2025-2026.**

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

10. Presentation by Abraham Campos, Public Works Director/City Engineer and John Wright, Financial Advisor for Water and Wastewater Utilities, authorization to initiate Proposition 218 Proceedings for Proposed Adjustments to Water and Wastewater Rates.

Comments were received by Armando Munoz and Peter Rodriguez.

Council members commended Mr. Campos on being pro-active for the future of El Centro.

Motion by Marroquin, second by Camarena, adoption of **Resolution No. 26-21**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO INITIATING PROCEEDINGS FOR PROPOSED WATER AND WASTEWATER RATE ADJUSTMENTS AND SETTING A PUBLIC HEARING PURSUANT TO CALIFORNIA CONSTITUTION ARTICLE XIII D (PROPOSITION 218).

1. Authorize staff to initiate the Proposition 218 process for proposed adjustments to the City's water and wastewater service rates.
2. Direct staff to prepare and mail the required Proposition 218 public hearing notices to affected property owners and customers.
3. Schedule a public protest hearing to consider proposed water and wastewater rate adjustments in accordance with California Constitution Article XIII D (Proposition 218).

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

11. Presentation by Angel Hernandez, Community Development Director, discussion and any necessary action regarding the acceptance of the 2025 General Plan Annual Report.
Council members offered a range of comments on the General Plan Annual Report and voiced concern about the limited number of grocery stores and markets available to adequately serve all areas of the community.

Motion by Camarena, second by Ellett, accepting the City's General Plan Annual Progress Report and direct that it be submitted to the Governor's Office of Land Use and Climate Innovation and the California Department of Housing and Community Development.

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

***Out of Order - Moved to the end of the agenda.**
PRESENATIONS:
1. Proclamation – Autism Acceptance Month April 2026, World Autism Acceptance Day, April 2, 2026.

ADDED ITEMS
Motion by Marroquin, second by Carter, **to add agenda item for the cancellation of the April 7, 2026, City Council meeting.**
AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

Motion by Marroquin, second by Carter, **to cancel the City Council meeting of April 7, 2026.**
AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

LEGISLATIVE ACTION:
None

INFORMATIONAL ITEMS:
12. Update Emergency Declaration – WWTP Bar Screen Failure

TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS
Council Members provided updates on their activities since the last City Council meeting and shared information on upcoming events.

CITY MANAGER REPORT
Reported on recent activities.

ADJOURNMENT
With no further business the meeting was adjourned at 9:21 p.m.

_____
Norma Wyles, City Clerk

APPROVED BY:

_____
Michael Crankshaw, Mayor

SPECIAL MEETING
EL CENTRO CITY COUNCIL
CONFERENCE ROOM A
1275 W MAIN STREET, EL CENTRO, CA
TUESDAY, MARCH 31, 2026, 11:00 A.M.

OPEN SESSION
The El Centro City Council met in a special meeting on Tuesday, March 31, 2026 at 11:06 a.m. in Conference Room A, 1275 W Main Street, El Centro, CA 92243.

PRESENT: Council: Carter, Camarena, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer, City Attorney Hoff

MOTION TO GO INTO CLOSED SESSION:
Moved by Marroquin, second by Ellett to go into closed session at 11:06 a.m.

CLOSED SESSION PUBLIC COMMENT:
No comments were received.

CITY COUNCIL CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Pursuant to Government Code Section 54956.8
Property:
Properties within El Centro, CA 92243 at the following addresses:
El Centro Regional Medical Center, 1415 Ross Ave.
ECRMC Medical Office Building, 1271 Ross Ave.
El Centro Outpatient Clinic, 385 W. Main St.
1204 Poplar Dr.
1258 Poplar Dr.
1295 Poplar Dr.
1455 Pepper Dr.
1215 Ross Ave.
1225 Ross Ave.
1243 Ross Ave.
1251 Ross Ave.
1271 Ross Ave.
135 South 4th St.
Agency Negotiators: Sheppard Mullin (Eric Newsom, Megan Rooney, Christina Nguyen)
Negotiating Parties: Imperial Valley Healthcare District (IVHD)
Under Negotiation: Price and Term of Payment

CITY ATTORNEY REPORT ON CLOSED SESSION:
No reportable action.

ADJOURNMENT

With no further business to come before City Council, the meeting adjourned at 1:20 p.m.

_____
Norma Wyles, City Clerk

APPROVED BY:

_____
Michael Crankshaw, Mayor

Approval of payments related to the IID Date Drain "3-D" undergrounding at Countryside Drive, update.

CITY MANAGER'S RECOMMENDATION:

- Modify the previously proposed February 17, 2026 action to remove direct payment from the City to the Imperial Irrigation District (IID).
- Authorize reimbursement to the developer, Marty Coyne, for payments made directly to IID for the Date Drain “3-D” undergrounding project, in an amount not to exceed $325,000, consistent with Condition No. 28 of Resolution No. 25-08.

FISCAL IMPACT:

No change from the original agenda report.
Funding will be provided from Measure D LTA Fund 205-3204-710106 in an amount not to exceed $325,000. There is no impact to the General Fund.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

NA

BACKGROUND:

As described in the original agenda report, the Willow Bend Subdivision requires the extension of Countryside Drive, which includes a crossing of the IID Date Drain “3-D.” Condition No. 28 of Resolution No. 25-08 requires the City to participate in the cost of improvements associated with this crossing, in an amount not to exceed $325,000.

The original staff recommendation included payment directly from the City to IID for construction costs, along with reimbursement to the developer for a prior $50,000 deposit paid to IID for design.

DISCUSSION:

Following preparation of the original agenda report, IID provided direction that payment for the project must be made directly by the developer, rather than the City.

In accordance with this requirement, the developer has paid IID directly for both design and construction costs associated with the Date Drain “3-D” undergrounding. Documentation of these payments, including invoices, is included with the agenda materials for Council review.

Given this change, the original payment structure, whereby the City would remit payment directly to IID, is no longer applicable. However, the City's financial obligation under Condition No. 28 remains unchanged.

To comply with IID's requirements while fulfilling the City's obligations, staff recommends that the City Council update its prior direction and instead authorize reimbursement directly to the developer for eligible costs, in an amount not to exceed $325,000, consistent with the conditions of approval.

CONCLUSION:

- Modify the previously proposed action to remove direct payment from the City to the Imperial Irrigation District (IID).
- Authorize reimbursement to the developer, Marty Coyne, for payments made directly to IID for the Date Drain "3-D" undergrounding project, in an amount not to exceed $325,000, consistent with Condition No. 28 of Resolution No. 25-08.

ATTACHMENTS:

1. IID Cost Letter
2. Deposit Receipt
3. Construction Reciept

February 9, 2026

Mr. Martin Coyne
Willow Bend Homes LLC.
2351 South 4th Street
El Centro, CA 92243

Subject: New Pipe Crossing on the IID in Date Drain "3-D" crossing for Willow Bend Subdivision along Countryside Drive; IID Project No. 200372- Construction Deposit

Dear Mr. Coyne:

The Imperial Irrigation District Water Engineering Section has finalized the design of the proposed pipe crossing on the Date Drain "3D" crossing for Willow Bend Subdivision on the future Countryside Drive. A copy of the design plan, IID Drawing No. 20F-1571 Sheet 1, is enclosed. The project is located West of Fourth Street (State Hwy 86), between Willow Bend and Countryside Roads, and within a portion of Section 17, T.16 S, R. 14 E., S.B.M.

An application for IID encroachment permit for the Countryside Drive crossing the Date Drain "3D" was received (EP2025-0030), and is under review. IID recommends for the proposed City waterline and sewer line crossing Date Drain "3D" be added to the same permit application. The permit must be approved before IID can proceed with construction of the Date Drain "3D" pipe crossing.

The estimated total cost of the pipe access crossing project is $369,050. Willow Bend Homes LLC will be responsible for 100 percent of the project cost.

The following table summarizes the estimated project costs, and deposits received:

	Concept	Design	Construction	Totals
1	Estimated Cost	$ 52,000	$ 317,050	$ 369,050
2	Deposit Provided	($ 50,000)		($ 50,000)
3	**Remaining Deposit Required**	**($ 2,000)**	**$ 317,050**	**$ 319,050**

IID received a design deposit of $50,000 on June 10, 2025. Please send a check for the remaining balance of **$319,050** for the construction phase of this project.

Checks shall be made payable to Imperial Irrigation District, attention Engineering Services, Water Department, and can be hand delivered or mailed to the address provided below.

Imperial Irrigation District
Water Department
Engineering Services
333 East Barioni Boulevard
P.O. Box 937
Imperial, CA 92251

Please include a copy of this letter, as well as the following signed forms:

1. Project Construction Phase Payment Form (copy enclosed)
2. Terms and Conditions Form (copy enclosed)

In the event that IID does not receive the payment with the requested signed forms, or a written response to this letter within 30 days, IID will close this project and bill or refund accordingly as outlined in the IID Water Department Developer Project Guide.

Once payment and the requested signed forms are received, IID will continue with the construction phase of the project and after the closure phase is completed, you will be billed or refunded accordingly as outlined in the IID Water Department Developer Project Guide.

The IID Water Department Developer Project Guide can be found on the IID's website at:

http://www.iid.com/home/showdocument?id=2328.

If you have any questions, please contact Carmen McPhetrige, Project Manager Senior at (760) 482-3680 or by electronic mail at CCMcPhetrige@IID.com.

Sincerely,

Ismael Gomez, P.E.
Asst. Mgr., Chief Civil Engineer
Water Department

CCM: vtf
Attachments

cc: Cortney Bauer, Willow Bend Homes, LLC
Henry Dollente, General Superintendent South End Division, Water Department
John Kilps, Principal Engineer, Water Department
Gilberto Villa, Engineer, Water Department
Tony Sandoval, Program Management Specialist, Water Department
Cynthia Matejovsky, Controller, Finance Department
Laura Cervantes, Supervisor Real Property, General Manager Support Department
Carmen McPhetrige, Project Manager, Sr.

PROJECT CONSTRUCTION PHASE PAYMENT
Imperial Irrigation District

Dear Customer:

To aid us in the completion of the construction phase of your project please submit this form.

☐ Estimated Construction Phase Cost - Payment Attached $_____

1. Project Name:_____

2. Township _____ Range _____ Section _____
   Address: Street _____City _____ Zip _____
   APN# (Assessor Parcel No.) _____

3. Owner _____ Telephone No. (_____) _____
   Address: Street _____City _____ Zip _____
   Contact Person _____
   Address: Street _____City _____ Zip _____

4. Consultant _____Telephone No. (_____) _____
   Address: Street _____City _____ Zip _____
   Contact Person _____
   Address: Street _____City _____ Zip _____

5. Date Planning Information/Alternatives Are Required _____

I AGREE AND UNDERSTAND THAT THE CONSTRUCTION PHASE AMOUNT APPLIES ONLY TO COSTS FROM BIDDING/MATERIAL PROCUREMENT THROUGH PROJECT CLOSURE. I ALSO UNDERSTAND THAT MY OBLIGATION IS TO PAY FOR ACTUAL PROJECTS COSTS. THUS, AFTER PROJECT CLOSURE I WILL BE BILLED OR REFUNDED BASED UPON ACTUAL PROJECT COSTS. IF THE PROJECT IS CANCELLED, I UNDERSTAND THAT I WILL BE OBLIGATED FOR ACTUAL COSTS THROUGH CLOSURE OF THE PROJECT THROUGH THAT POINT IN TIME.

_____ _____ _____
Signature Date Representing

_____
Print Name

Imperial Irrigation District
Terms and Conditions for
Receipt of Water Department Facility Construction for New Developments

In consideration of IID's provision of Water Department facility construction for the development project, Applicant agrees to the following:

1) Applicant is fully responsible for meeting and addressing all environmental issues and concerns, safety requirements as well as required modifications, installations, maintenance, repairs and removals as related to all components of irrigation and drainage facilities, on and off the construction or project site, where such systems and facilities are modified, installed, repaired or removed as part of Applicant's project. This responsibility of Applicant will continue until all modifications, installations, repairs and removals for these systems and facilities have been completed by the district or the district's representative.

2) To the fullest extent permitted by law, Applicant shall indemnify and save the District free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this project, excepting only claims arising from the sole negligence or misconduct of the District.

Applicant: _____ Date: _____

Witness: _____ Date: _____

Witness: _____ Date: _____

Project Deposit Form

Date: 06/10/25

Check Amount $ **50,000.00** CK # 1101
Encroachment Permit

Project Number:
Superior
Design & Drafting
Field Engineering

Project Name: Date Drain 3D Willow bend

Billing Customer

Name: Willow Bend Homes

Address: 2351 S 4th St
El Centro Ca 92243

Type of Fee: **Amount:**

Refundable:

Non Refundable: $ **50,000.00** Design Review Check Fee

Received by:

Project Deposit Form

Date: 03/31/26

Check Amount $ **319,050.00** CK # 1297
Encroachment Permit

Project Number: **200372** Superior
Design & Drafting
Field Engineering

Project Name: New Pipe Crossing Date Drain 3D Willow Bend Subdivision

Billing Customer **Name:** Willow Bend Homes LLC

Address: 2351 S. 4th St.
El Centro, CA 92243

Type of Fee:	**Amount:**	
Refundable:	$ **319,050.00**	Construction Phase
Non Refundable:		

Received by:

Willow Bend Homes, LLC
2351 South 4th Street
El Centro, CA 92243
760-353-2110

First Foundation Bank
1599 West Main Street
El Centro, CA 92243
90-8758/1222
90-8758/1222

1297

3/30/2026

PAY TO THE ORDER OF Imperial Irrigation District

$ **319,050.00

Three Hundred Nineteen Thousand Fifty and 00/100********** DOLLARS

Imperial Irrigation District
P O Box 937
Imperial, CA 92251

MEMO Water Engineering Countryside Crossing

AUTHORIZED SIGNATURE

⑈001297⑈ ⑆122287581⑆ 115101820 2⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

Willow Bend Homes, LLC

1297

Imperial Irrigation District	3/30/2026	
	Water Engineering Countryside Crossing	319,050.00

First Foundation Bank	Water Engineering Countryside Crossing	319,050.00

Community Sponsorship — The Joshua Lavell Holmes Foundation

CITY MANAGER'S RECOMMENDATION:
Discussion and any necessary action regarding the community sponsorship request.

FISCAL IMPACT:
Funding is available from the Community Sponsorship Fund 1201-610139. The available balance is $1,589.00.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
The Joshua Lavell Holmes Foundation was established to honor a man whose legacy continues to be felt throughout the Imperial Valley. Joshua Lavell Holmes gained notoriety for dominating on the basketball court. He assisted in securing two IVL Championships for Southwest High School and elevated the men’s basketball team during his time at Imperial Valley College. At the age of 27 years old, Joshua was diagnosed with a rare form of cancer, and fought courageously for nearly three years.

The foundation’s mission is to serve those impacted by cancer by providing financial resources, medical assistance, and any other support needed. The foundation works with resource centers to help educate, screen, and treat communities across the Imperial Valley.

DISCUSSION:
The 3v3 Basketball Classic is scheduled to take place on April 25, 2026 at the Southwest High School Gymnasium, and is the foundation’s main fundraiser. In 2025, the second Basketball Classic raised more than $10,000 in funds for cancer caregivers, cancer research centers, and outstanding students who are making a difference in their communities. This year, the 3v3 Classic is expected to be bigger and better. With the support of the community, the foundation continues to create a space that brings people together with love, strength, and hope for El Centro and the Imperial Valley.

Admission to this event is free and open to the public. The event offers an opportunity for the community to come together, connect, and enjoy a fun recreational event.

The sponsorship levels are as follows:

Champion Sponsor - $1,500
MVP Sponsor - $750
Teammate Sponsor - $250

The City Manager's Office has reviewed the application and the requirements of the policy statement have been met. The Mayor has reviewed the request and recommends that the Council consider a sponsorship in the amount of $500.

CONCLUSION:

Staff seeks direction and necessary action regarding the requested cash sponsorship.

ATTACHMENTS:

1. Sponsorship Packet
2. Sponsorship Application

Joshua Lavell Holmes

J L H

Foundation

1. Champion Sponsor - $1,500.00

Exclusive Benefits:

- Opportunity to speak during the **Joshua L. Holmes 3v3 Classic**
- Option to host an activation booth or display at the event
- Recognition as an official "Sponsor" on all promotional materials for the **Joshua L. Holmes 3v3 Classic**
- Logo on the homepage of our website with a link to your company
- Featured in post-event thank-you emails sent to all attendees
- Recognition in event videos and photos distributed across our social media platforms

2. MVP Sponsor - $750.00

Key Benefits:

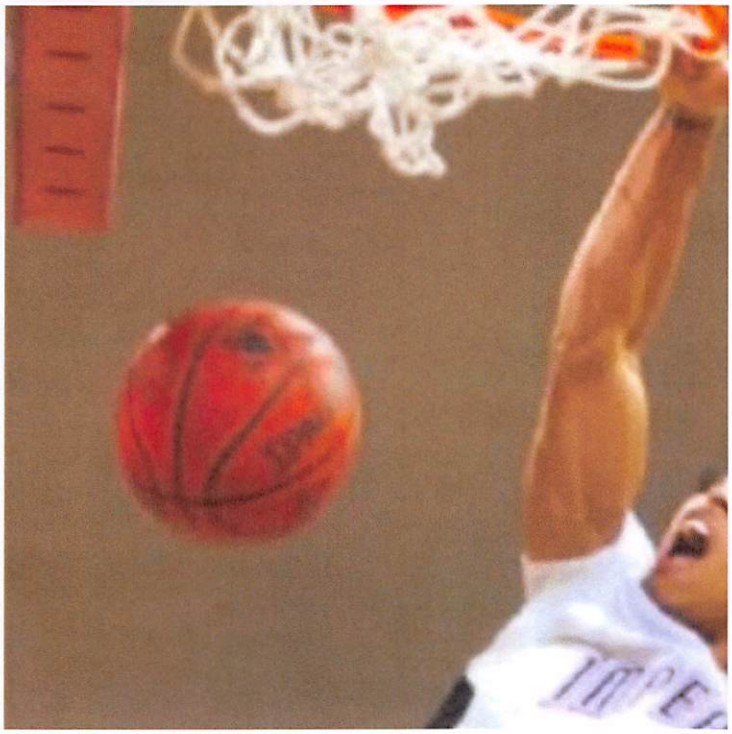
- Recognition as an official "Sponsor" on all promotional materials for the **Joshua L. Holmes 3v3 Classic**
- Logo on the homepage of our website with a link to your company
- Featured in post-event thank-you emails sent to all attendees
- Recognition in event videos and photos distributed across our social media platforms

3. Teammate Sponsor - $250.00

Key Benefits:

- Recognition as an official "Sponsor" on all promotional materials for the **Joshua L. Holmes 3v3 Classic**
- Featured in post-event thank-you emails sent to all attendees

Foundation accomplish its mission of being a resource for cancer caregivers, cancer research centers, and for exceptional students making a difference in their communities. Together we can ease the burden of the battle, one family at a time.



3rd Annual 3v3 Classic
April 25th, 2026

Volunteer

Team Registration

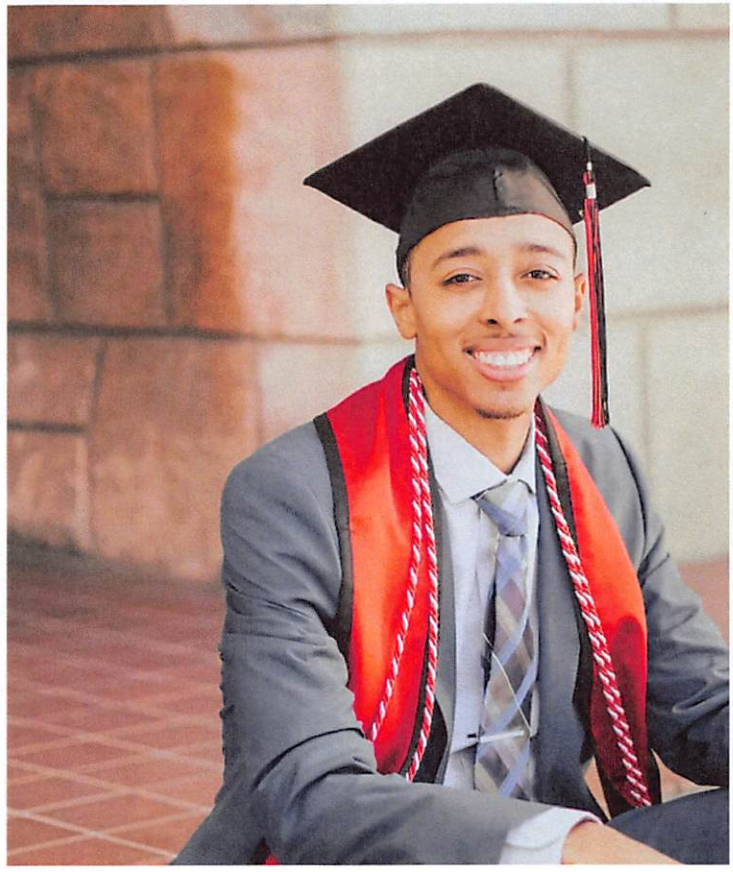
2026 Shirts Available Now!

Newsletter

About Our Organization

The Joshua Lavell Holmes Foundation's mission is to serve those impacted by a cancer diagnosis by providing financial resources, medical assistance, and more support. The organization is dedicated to bring communities together to help patients and their families facing this life-threatening disease feel less alone in the fight.

The Joshua Lavell Holmes Foundation works with resource centers to help educate, screen, and treat communities across the Imperial Valley. The organization aims to spread awareness in the form of fundraisers, scholarships, and community outreach.
We are committed to fostering hope, and improving the lives of those in the battle of their lives.



The Joshua Lavell Holmes 3v3 Basketball Classic is the Joshua Lavell Holmes Foundation's annual flagship event. The Classic is held in remembrance of Joshua Holmes, who was a force on and off the court. Since his death, his loved ones have been dedicated to continuing his impact on the community and carrying on his legacy in and around the Imperial Valley. Funds raised at the 3v3 Classic helps the

CITY MANAGER
'26 MAR 17 PM3:42

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION

APPLICANT INFORMATION:
(Applicant is the contact person for City officials and must be at least 18 years of age.)

Organization Name: The Joshua Lavell Holmes Foundation

Non-Profit ID # / 501(C) 3 #: 33-1314927

Contact Person: Mrs. Rosemary Holmes

Address: 3750 Clover Way, El Centro, CA, United States, 92243
(Street Number) (Street Name) (City) (State) (Zip Code)

Phone: **(760) 335-6912** **Cell / Pager:** (760)679-6383

E-mail: Contact@jlh21.org

Amount Requesting From Community Sponsorship Fund: **$ $1,500.00**

Rev 03/2020

TYPE OF EVENT:
(check one)

☐	**Promotional Event**	☐	**Educational Event**
☐	**Cultural Event**	☐	**Entertainment Event**
☒	**Athletic Event**	☐	**Other**

EVENT INFORMATION:

Event Name: The Joshua L. Holmes 3v3 Basketball Classic

Event Date: **April 25, 2026** **Time of event:** **8:30AM** (Begin) **8:00PM** (End)

Event Address: **Southwest HS Gymnasium** **1000 Ocotillo Dr. El Centro, Ca 92243**
(Location Name) (Street Number) (Street Name) (City)

EVENT DESCRIPTION:

Purpose:

Activities Planned: 3 on 3 basketball games with multiple age groups participating

Amount of People Expected: 500+ throughout the day

Other Information: Attached all the information for the foundation and the 3v3 Basketball Classic

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Applicant's Signature: Rosemary Holmes Date: 3/7/2025

FOR CITY OF EL CENTRO
OFFICIAL USE ONLY

COMMUNITY SPONSORSHIP PROGRAM
APPLICATION REVIEW FORM

Program Name: The Joshua L. Holmes 3v3 Basketball Classic

Program Date: 4-25-2026 **City Manager's Review Date:** 3/17/26

DOCUMENTS SUBMITTED:

Documents that must be included with application:

- [x] Pre-Program Financial Affidavit
- [x] Statement from Authorizing Agent
- [x] Current Proof of 501(C) 3
- [x] Program Sponsorship Package
- [x] Mission Statement
- [ ] Copy of Current Business License N/A

Documents that must be submitted 45 days before program:

- [ ] Proof of Permits _____
- [ ] Proof of Clearances _____
- [ ] Proof of Insurance _____
- [ ] Program Authorizations _____
- [ ] Other _____

MAYOR'S REVIEW:

- [x] **Approved**
  Forward to City Council for Consideration
- [ ] **Denied**
  Reason: _____

Comments: Mayor recommends $500.00

_____ 3/24/26

Mayor's Authorization Signature **Date**

CITY SPONSORSHIP SUMMARY:

City Council Date: _____ ☐ Approved ☐ Denied

Cash Sponsorship Amount: $_____

Requisition Process Date: _____ P.O #: _____

Rev 03/2020

Award of Bid for CML-5169 (058) Imperial Avenue Synchronization Project.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FEDERAL PROJECT No. CML-5169 (058).

FISCAL IMPACT:
No Impact to the General Fund. This project is funded by Congestion Mitigation and Air Quality (CMAQ) Federal Funds and LTA Funds (Local Match). The available budget is as follows:

CMAQ (Federal Funding) - 401-3276-710106	$569,115.00
Measure D (Local Match) - 205-3276-710106	$120,555.00
Measure D(10% Contigency) - 205-3276-710106	$68,967.00
Total:	$758,637.00

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Yes, contractor has completed similar work with the City in the past.

BACKGROUND:
Engineering staff applied for Congestion Mitigation and Air Quality (CMAQ) Federal Funding through ICTC in 2022. The City was granted funding to synchronize the traffic signals on Imperial Ave. from Ocotillo Dr. to Main St. $85,000 was awarded and allocated towards Preliminary Engineering, and $570,000 was awarded for the construction phase of the project.

On December 16, 2025 City Council approved the plans and specifications for the project.

DISCUSSION:
STC Traffic, Inc. completed the design for the project and prepared the final Plans and Special Provisions for construction, which were approved by the City Council on December 16, 2025. The project was subsequently advertised for bids on January 2, 2026. Staff

conducted the bidding process, including two pre-bid meetings held on January 15, 2026, and January 21, 2026.

The City received two bid packages, submitted by Perry Electric and DBX, Inc. Based on staff's review, DBX, Inc. was determined to be the lowest responsive and responsible bidder. Staff therefore recommends awarding the construction contract to DBX, Inc.

The project will upgrade and interconnect six (6) existing traffic signals along Imperial Avenue to provide coordinated signal timing. The affected intersections are Ocotillo Drive, Pepper Drive, Ross Avenue, Hamilton Avenue, State Street, and Main Street. In addition, the project includes interconnection to one (1) Pedestrian Hybrid Beacon at the intersection of Imperial Avenue and Holt Avenue.

Improvements will include installation of new traffic signal controllers, detection cameras, fiber optic communication (replacing existing copper systems), upgraded software, and related hardware. These upgrades will enhance signal coordination and optimize timing, improving traffic flow along the corridor.

Improved traffic flow is expected to reduce vehicle idling time, which in turn will help lower vehicle emissions and contribute to improved air quality in the surrounding area.

Below is a tentative schedule for this project:

Construction Award	March 14, 2026
Construction Commence	April 20, 2026
Construction Complete	August 24, 2026

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FEDERAL PROJECT No. CML-5169 (058).

ATTACHMENTS:

1. Resolution 26- CML-5169(058) CON Award

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AWARDING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE IMPERIAL AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FEDERAL PROJECT NO. CML-5169 (058)

WHEREAS, the plans and specifications have been adopted by the City Council of the City of El Centro, California (the "City Council") and the notice inviting bids has been advertised as required by section 2-185.15 of the City of El Centro ("City") Municipal Code for the Imperial Avenue Traffic Signal Synchronization Project Federal Project No. CML. 5169 (058) ("Project"); and

WHEREAS, bids were received and opened on February 5, 2026, in accordance with applicable laws; and

WHEREAS, two (2) bids were submitted, and DBX Inc., a California corporation, submitted the lowest responsive and responsible Base Bid in the amount of three hundred ninety-nine thousand, six hundred seventy dollars and zero cents ($399,670.00) as calculated based on unit prices; and

WHEREAS, the City desires to award a contract to DBX, Inc. for the Total Bid (Base Bid plus Additive A, and Additive B) in the total amount of six hundred eighty-nine thousand, six hundred seventy dollars and zero cents ($689,670.00) as calculated based on unit prices; and

WHEREAS, the award and approval of a contract with DBX, Inc. for the Project will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing is true, correct and incorporated fully herein as findings.

2. The City Council hereby finds the bid of DBX, Inc. for the Project to be the lowest responsive and responsible bid.

3. The City Manager is hereby authorized to execute a contract for the Project in the total amount of six hundred eighty-nine thousand, six hundred seventy dollars and zero cents ($689,670.00), a copy of which is on file in the Office of the City Clerk, on behalf of the City.

4. The City Council hereby establishes a construction contingency fund of sixty-eight thousand, nine hundred sixty-seven dollars and zero cents ($68,967.00) for the Project.

5. The City Manager is further authorized to approve and execute any change orders for the Project up to a total amount of sixty-eight thousand, nine hundred sixty-seven dollars ($68,967.00), whether individually or collectively, as needed for unanticipated construction contingencies and is required to report all change orders to the

City Council as soon as practical.

6. The City Council shall approve any change order that either individually exceeds the single change order amount or in combination with other approved change orders, exceed the amount established as the construction contingency fund for the Project as set forth herein.

7. The contract for the Project shall be reviewed and approved as to form by the City Attorney prior to execution and placed on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2026.

CITY OF EL CENTRO

By _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the forgoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
Norma Wyles, City Clerk

Approval of a Professional Services Agreement with Westnet, LLC for Installation of Fire Station Alerting Systems (FY26 Capital Improvement Project).

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTNET, LLC FOR THE FIRST-IN FIRE STATION ALERTING SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

FISCAL IMPACT:

This project is included in the Fiscal Year 2026 Capital Improvement Program and represents a previously authorized capital improvement allocation for fire station alerting system modernization.

The total contract amount is: $408,428.15

Payment will be made on a milestone basis as defined in the agreement (contract execution, equipment delivery, installation completion, and final acceptance).

No additional appropriation is requested. The total project cost remains within the previously approved FY26 capital allocation.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

Westnet, LLC was selected through a cooperative purchasing agreement via Sourcewell Contract #020625-WNT, a nationally recognized public agency procurement cooperative.

Westnet specializes in fire station alerting systems and has extensive experience implementing First-In Smart Station Systems in fire agencies nationwide.

The agreement includes:

- Defined scope of work and deliverables
- Acceptance testing procedures

- One-year warranty
- 24/7 technical support during warranty period
- Insurance and indemnification provisions
- Standard limitation of liability provisions

The contract has been reviewed in accordance with the City's standard agreement procedures.

BACKGROUND:

The Fire Department currently operates without a fully integrated modern fire station alerting system across all stations. Existing notification methods rely on legacy systems and manual processes that do not provide the redundancy, automation, or integration capabilities consistent with current industry standards.

Modern station alerting systems are designed to:

- Reduce turnout times
- Improve firefighter situational awareness
- Integrate directly with CAD systems
- Provide automated zone activation
- Deliver audible and visual alerts
- Improve operational safety during emergency dispatch

The FY26 Capital Improvement Program included funding to modernize station alerting infrastructure to improve operational efficiency and firefighter safety.

The current item represents authorization to execute the service and installation agreement necessary to implement the system.

DISCUSSION:

The proposed agreement with Westnet provides for the installation of First-In Fire Station Alerting Smart Station Systems at Fire Stations 1, 2, and 3, along with deployment of the First-In Alerting Platform at Dispatch. The system integrates with the City's CAD and radio systems to automate alerting, activate station zones, deliver pre-announcement information, initiate turnout timers, and provide both network-based and radio-based redundancy. The contract includes installation, testing, training, warranty coverage, and structured acceptance procedures. Implementation is anticipated to be completed within approximately ninety (90) days following notice to proceed and receipt of required programming information. This modernization aligns with industry best practices and enhances response reliability, firefighter safety, and operational efficiency.

Staff recommends authorizing the City Manager to execute the Professional Services Agreement with Westnet, LLC in the amount of $408,428.15 for installation of the First-In Fire Station Alerting System.

This project represents a critical public safety infrastructure investment that enhances operational readiness, firefighter safety, and system redundancy consistent with FY26 capital planning priorities.

CONCLUSION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTNET, LLC FOR THE FIRST-IN FIRE STATION ALERTING SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

1. El Centro - Resolution No 26- - Approving Agreement with Westnet LLC - 00084382 - BWS Edits
2. El Centro - Westnet - Professional Services Agmt - 00084383 - BWS Edits
3. Insurance Westnet LLC_25-26 COI_3-10-2026_1489889264

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTNET, LLC FOR THE FIRST-IN FIRE STATION ALERTING SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of El Centro ("City") Fire Department ("ECFD") provides emergency response services from Fire Stations 1, 2, and 3 and relies on reliable station alerting systems to ensure timely, safe, and effective responses; and

WHEREAS, the City Council of the City ("City Council") approved funding in the FY25–26 adopted budget for the replacement and installation of a modern fire station alerting system for Fire Stations 1, 2, and 3; and

WHEREAS, ECFD has identified Westnet, LLC ("Westnet") as a qualified vendor to provide and install the First-In Fire Station Alerting System, including associated equipment, software, installation, testing, and warranty services; and

WHEREAS, a Professional Services Agreement has been prepared between the City and Westnet setting forth the terms and conditions for the purchase and installation of the First-In Fire Station Alerting System, at a total contract amount consistent with the approved budget; and

WHEREAS, the City Council finds that approval of the Professional Services Agreement with Westnet is in the best interest of the City and its residents by improving firefighter safety, response efficiency, and operational reliability.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing recitals are true, correct, and incorporated herein as findings of the City Council.

2. The City Council hereby approves the Professional Services Agreement between the City of El Centro and Westnet, LLC for the purchase and installation of the First-In Fire Station Alerting System for Fire Stations 1, 2, and 3 and associated services.

3. The City Manager is hereby authorized to execute the Professional Services Agreement with Westnet, subject to approval as to form by the City Attorney, and to take all actions necessary to implement the agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the ___ day of _____, 2026.

City of El Centro

By: _____
Michael Crankshaw, Mayor

ATTEST:

By: _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EL CENTRO AND
WESTNET, LLC

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of March 2026, by and between the City of El Centro, ("El Centro"), and Westnet, LLC, a Delaware limited liability company, ("Westnet"). El Centro and Westnet are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. El Centro has sought, by a Cooperative Agreement through Sourcewell Contract #020625-WNT, the performance of professional services related to installation of First-In Alerting Smart Station Systems for El Centro Fire Stations 1, 2, and 3, and a First-In Alerting Platform Dispatch System including technical support, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Westnet was selected by El Centro to perform those services.

C. The Parties desire to formalize the selection of Westnet for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF WESTNET

1.1 Scope of Work and Services.

In compliance with all terms and conditions of this Agreement, Westnet shall provide and install the First-In Alerting Smart Station System for El Centro, including all associated professional services, such as technical support, as specified in the Statement of Work, attached hereto as Attachment 1 and incorporated herein by this reference, which installation of the system and associated services may be referred to herein as the "work and services" hereunder. As a material inducement for El Centro to enter into this Agreement, Westnet represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work and services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the work and services, and it is experienced in performing the work and services contemplated herein. Westnet shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all work and services described herein. Westnet covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more professional firms performing similar work and services under similar circumstances.

1.2 Agreement Documents.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Statement of Work (Attachment 1 to this Agreement); and (3) the Sourcewell Contract #020625-WNT; (collectively referred to as the "Contract Documents"). The Contract Documents shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Statement of Work and this Agreement, the terms of the Statement of Work shall govern.

1.3 Compliance with Law.

Westnet shall keep itself informed concerning, and shall render all work and services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of El Centro and any federal, state, or local governmental entity having jurisdiction in effect at the time the work and services are rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Westnet shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the work and services required by this Agreement. Westnet shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Westnet's performance of the work and services required by this Agreement, and shall indemnify, defend (with counsel of El Centro's choosing), and hold harmless El Centro, its officers, employees or agents of El Centro, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against El Centro hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Westnet warrants that Westnet (i) has thoroughly investigated and considered the work and services to be performed hereunder, (ii) has carefully considered how the work and services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the work and services under this Agreement. If the services involve work upon any site, Westnet warrants that Westnet has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of such work and services hereunder. If Westnet discovers any latent or unknown conditions that will materially affect the performance of the work and services hereunder, then Westnet shall immediately inform El Centro of such fact and shall not proceed except at El Centro's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Westnet shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by El Centro, except such losses or damages as may be caused by El Centro's sole negligence or willful misconduct.

1.7 Intentionally Left Blank.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the services of the other.

1.9 Additional Services.

El Centro shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work or services beyond that specified in the Statement of Work or make changes by altering, adding to, or deducting from said work and services. No such extra work or services or change may be undertaken unless a written order is first given by the Contract Officer to Westnet, describing in detail the extra work or services or change to the Statement of Work and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or services or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to this Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by an authorized representative of El Centro.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, El Centro agrees to pay Westnet the amounts specified in Exhibit C, "Contract Price and Deliverables," to the Statement of Work in Attachment 1 of this Agreement.

2.2 Invoices.

By submitting an invoice for payment under this Agreement, Westnet is certifying compliance with all provisions of this Agreement. El Centro may independently review each invoice submitted by Westnet to determine whether the work and services performed and expenses incurred are in compliance with the provisions of this Agreement. El Centro will use its best efforts to cause Westnet to be paid within thirty (30) days of receipt of Westnet's correct and undisputed invoice.

2.3 No Waiver.

Review and payment by El Centro to Westnet of any invoice for work and services performed by Westnet pursuant to this Agreement shall not be deemed a waiver of any defects in work and services performed by Westnet or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Westnet shall commence the work and services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all work and services within the time period(s) established in the Statement of Work or as agreed to by the Parties (the "Schedule of Performance"). When requested by Westnet, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the work and services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Westnet, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including El Centro, if Westnet shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the work and services to be performed under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Westnet.

The following principals of Westnet ("Principals") are hereby designated as being the principals and representatives of Westnet authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith:

Name	Role – Westnet Project Manager
Name	Role – Installation Subcontractor Representative

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for El Centro to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Westnet and devoting sufficient time to personally supervise the work and services hereunder. All personnel of Westnet, and any authorized subcontractors, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Westnet without the express written approval of El Centro. Additionally, Westnet shall utilize only competent personnel to perform work and services pursuant to this Agreement. Westnet shall make every reasonable effort to maintain the stability and continuity of Westnet's staff and subcontractors, if any, assigned to perform the work and services required under this Agreement. Westnet shall notify El Centro of any changes in Westnet's staff and subcontractors, if any, assigned to perform the work and services required under this Agreement, prior to and during any such performance. In the event that El Centro, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Westnet, Westnet shall, immediately upon a notice from El Centro of such desire of El Centro, reassign such persons or persons.

4.2 Status of Westnet.

Westnet shall have no authority to bind El Centro in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against El Centro, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by El Centro. Westnet shall not at any time or in any manner represent that Westnet or any of Westnet's officers, employees, or agents are in any manner officials, officers, employees or agents of El Centro. Neither Westnet, nor any of Westnet's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to El Centro's employees. Westnet expressly waives any claim Westnet may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the El Centro City Manager or other such person designated by the El Centro City Manager. It shall be Westnet's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Westnet shall refer any decisions which must be made by El Centro to the Contract Officer. Unless otherwise specified herein, any approval of El Centro required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the El Centro City Manager, to sign all documents on behalf of the El Centro required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither El Centro nor any of its employees shall have any control over the manner, mode, or means by which Westnet, its agents or employees, perform the work and services required herein, except as otherwise set forth herein.

El Centro shall have no voice in the selection, discharge, supervision or control of Westnet's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Westnet shall perform all services required herein as an independent contractor of El Centro and shall remain at all times as to El Centro a wholly independent contractor with only such obligations as are consistent with that role. Westnet shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of El Centro. El Centro shall not in any way or for any purpose become or be deemed to be a partner of Westnet in its business or otherwise or a joint venturer or a member of any joint enterprise with Westnet.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Insurance Coverages.

Westnet shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to El Centro, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). $1,000,000 Combined single limit, $2,000,000 general aggregate, for Bodily Injury & Property Damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Worker's Compensation Insurance. In accordance with the laws of the country or state in which the work is being performed and having an Employers' Liability limit of at least $1,000,000.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(f) Subcontractors. Westnet shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

Prior to the commencement of work and services hereunder, Westnet shall furnish El Centro a certificate of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the El Centro's in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Agreement is to be performed and in no event less than thirty (30) days after written notice thereof to El Centro. In the event Westnet subcontracts any portion of the work and services, the contract between Westnet and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Westnet is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to El Centro. Additionally, every insurance policy required pursuant to Section 5.1 shall: (i) be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A.VII, unless otherwise acceptable to El Centro, and (ii) a waiver of subrogation clause in favor of El Centro.

5.3 Limitation of Liability

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY INFRINGEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE, LOST PROFITS OR OTHER ECONOMIC LOSSES) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A

PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEED TWICE (2X) THE CONTRACT PRICE OR FEES PAID OR PAYABLE BY EL CENTRO TO WESTNET PURSUANT TO THIS AGREEMENT, IN ADDITION TO THE COSTS OF REASONABLE ATTORNEYS' FEES PURSUANT TO SECTION 7.5.

5.4 Indemnification for Third Party Claims.

Westnet shall indemnify, defend (with counsel of El Centro's choosing), and hold harmless El Centro from and against all damages, losses, and expenses (including reasonable attorney's fees) incurred in connection with any third party claim arising out of or resulting from (a) any personal injury, loss, damage or death to any person or persons and any property damage arising out of the acts or omissions of Westnet, its agents, employees or subcontractors in the performance of the work and services outlined and set forth in Article 1 of this Agreement, or (b) the violation of any applicable law or regulation by Westnet, its agents, employees or subcontractors in the performance of the services outlined and set forth in Article 1 of this Agreement.

ARTICLE 6. NONDISCLOSURE

During the performance of work and services under this Agreement, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. Further, during performance of work and services under this Agreement, the Parties recognize that the presence of Westnet's personnel in El Centro's facilities may subject Westnet's personnel to information and/or data that is considered by Westnet and/or El Centro to be confidential, proprietary and/or competition sensitive. Therefore, the Parties agrees to the following:

(a) The terms of this Agreement, including all exhibits and attachments thereto and specifically Westnet's rates, are considered confidential and shall not be disclosed except as required by applicable law or regulation, including but not limited to the California Public Records Act. El Centro will provide Westnet with reasonable notice of any public records request seeking confidential information to allow Westnet to seek protective orders or other legal remedies, but El Centro shall have no obligation to withhold records if required to disclose them under applicable law. Any confidential, proprietary and/or competition sensitive information, other than the terms of this Agreement, exchanged by the Parties and entitled to protection hereunder shall be identified by the furnishing Party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving Party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.

(b) Verbal communications which are considered confidential, proprietary and/or competition sensitive may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both Parties agree to hold such verbal information in confidence in accordance with this Agreement.

(c) The receiving Party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of three 3) years from the date of termination of this Agreement, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Agreement. Unless authorized in writing by the Party originally transmitting such confidential, proprietary and/or competition sensitive information hereunder, the receiving Party will not otherwise use or disclose such confidential, proprietary and/or competition sensitive information during the above-mentioned three (3) year period.

Information shall not be afforded the protection of this Agreement if, on the effective date hereof, such information has been or from the time thereafter such information is:

(1) lawfully developed by the receiving Party independently of the information received from furnishing Party;

(2) rightfully obtained without restriction by the receiving Party from a third party;

(3) publicly available other than through the fault or negligence of the receiving Party; or,

(4) released without restriction by the furnishing Party to any third party.

(d) Should the receiving Party be faced with legal action regarding disclosure of information under this Agreement, the receiving Party shall forthwith notify the furnishing Party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing Party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.

(e) All proprietary information furnished hereunder shall remain the property of the furnishing Party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving Party hereunder. The Parties shall employ the same standard of care they use to protect their own proprietary information, but in any event, no less than reasonable care.

(f) No license under any patents or any other proprietary right is granted or conveyed by one Party's transmitting proprietary information or other information to the other Party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty of inducement by the transmitting Party to the other Party with respect to infringement of patent or any other proprietary right of others.

(g) The receiving Party shall not disclose or deliver, directly or indirectly, any technical data or any product utilizing any such data to any person to whom such disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.

(h) The receiving Party acknowledges that the disclosing Party may not have an adequate remedy in the event the receiving Party breaches this provision and that the disclosing Party may suffer irreparable damage and injury. In such an event the receiving Party agrees that the disclosing Party, in addition to any other available rights and remedies, may be entitled to seek an injunction restricting the receiving Party from committing or continuing any violation of this provision.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 Compliance with Laws.

Both Parties shall comply with all applicable laws, regulations, ordinances and other rules of all governments and governmental agencies having jurisdiction over any portion of performance under this Agreement. This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes it, plus any related or supplemental documents and notices, shall be construed in accordance with and governed by the laws of the State of California, conflict of law rules notwithstanding.

7.2 Disputes; Default.

In the event that Westnet is in default under the terms of this Agreement, El Centro shall not have any obligation or duty to continue compensating Westnet for any work and services performed after the date of default. Instead, El Centro may give notice to Westnet of the default and the reasons for the default. The notice shall include the timeframe in which Westnet may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Westnet is in default, El Centro shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, El Centro may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Westnet does not cure the default, El Centro may take necessary steps to terminate this Agreement under this Article. Any failure on the part of El Centro to give notice of Westnet's default shall not be deemed to result in a waiver of El Centro's legal rights or any rights arising out of any provision of this Agreement.

7.3 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by El Centro of any work or services by Westnet shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.5 Legal Action; Attorneys' Fees.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. In the event of any dispute between the Parties concerning the terms and provisions of this Agreement, the prevailing Party in such dispute shall be entitled to collect from the other Party all costs incurred in such dispute, including reasonable attorneys' fees.

7.6 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section 7.7. El Centro reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Westnet, except that where termination is due to the fault of Westnet, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Westnet shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Westnet shall be entitled to compensation for all work and services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Payment Schedule in Exhibit D of the Statement of Work, Attachment 1 of this Agreement, or such as may be approved by the Contract Officer. In the event of termination without cause pursuant to this Section, El Centro need not provide Westnet with the opportunity to cure pursuant to Section 7.2.

7.7 Termination for Default of Westnet.

If termination is due to the failure of Westnet to fulfill its obligations under this Agreement, El Centro may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and Westnet shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the El Centro shall use reasonable efforts to mitigate such damages), and El Centro may withhold any payments to Westnet for the purpose of set-off or partial payment of the amounts owed the El Centro as previously stated.

ARTICLE 8. INTELLECTUAL PROPERTY

8.1 Use of Trademarks and Names.

Except as expressly agreed to in writing, neither Party may use the other Party's name, logo, or trademarks, or any abbreviation of the other Party's name, in any advertising, marketing campaigns, press releases, or communication with the press, without the specific prior consent of the other Party. In the event written permission is granted for such use, each Party must strictly follow the other Party's instructions concerning the use of the other Party's trademarks.

8.2 Reservation of Rights

Westnet reserves all right, title, and interest in and to the Intellectual Property Rights in and to the Westnet System and all equipment, documentation, software (in both object code and source form) and Confidential Information (collectively "Westnet IP") made available to El Centro for purposes of performing the work and services pursuant to this Agreement. The term "Intellectual Property Rights" shall mean all worldwide rights in and to the Westnet IP, including, without limitation rights to inventions, trade secrets, know-how, technology, research tools, data, software, improvements and rights of authorship and attribution, whether or not protected by patents or copyrights, and including, without limitation, patent applications, patents, trade secret rights, copyrights, trademarks, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a Party. Nothing in this Agreement is intended to grant any Intellectual Property Right in and to the Westnet IP. This Agreement does not grant El Centro the right to manufacture any of Westnet's software or equipment.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Westnet shall, at its own cost and expense, provide all facilities and equipment necessary to perform the work and services required by this Agreement. El Centro shall make available to Westnet only physical facilities such as desks, filing cabinets, and conference space ("El Centro Facilities"), as may be reasonably necessary for Westnet's use while consulting with El Centro employees and reviewing records and the information in possession of El Centro. The location, quality, and time of furnishing of El Centro Facilities shall be in the sole discretion of El Centro. In no event shall El Centro be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Notices.

All notices under this Agreement shall be in writing and shall be sent by United States Postal Service, Certified Mail, Return Receipt Requested (or any other delivery service such as Federal Express or UPS) postage prepaid and addressed as follows:

If to El Centro: City of El Centro
1275 W. Main Street
El Centro, CA 92243
Attn: City Manager
Tel: (760) 337-4540
Fax: (760) 352-6177
Email: [INSERT]

If to Westnet: Westnet, LLC
15542 Chemical Lane
Huntington Beach, CA 92649
Contracts:
Steve Anderson, CFO
Tel: (714) 548-3500
Fax: (714) 901-5610
Steve.anderson@westnetpublicsafety.com

Either Party may change its address by notifying the other Party of the change of address in writing. Electronic mail addresses provided for courtesy, but shall not satisfy any requirements for notices under this Agreement.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Westnet and by El Centro. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.8 Conflicting Terms

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any attachments or exhibits hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement on the date first written above.

WESTNET, LLC, a Deleware limited liability company	**CITY OF EL CENTRO,** a municipal corporation
BY:_____	**BY:**_____
NAME: David Nokes	**NAME:**_____
TITLE: Chief Executive Officer	**TITLE:**_____
DATE:_____	**DATE:**_____

ATTACHMENT A

Statement Of Work For First-In Alerting System Installation At the City of El Centro Fire Stations 1, 2, and 3 and Dispatch System

Westnet, LLC.
Huntington Beach, CA 92649
(800) 807-1700
www.FirstInAlerting.com

PROJECT OVERVIEW:

The purpose of this project is for the providing and installing of Westnet First-In® Fire Station Alerting System (System). The parties to this project are: Westnet LLC. (Westnet or "Contractor") as the provider, installer, and implementer of the system and the City of El Centro, as the "Customer."

Upon receipt of a properly formatted alert from the Customer's CAD, the System will utilize the Customer's network and radio system to activate the Westnet Systems in the Customer Fire Stations. Depending upon Station relays and interfaces, the various First-In Smart Station Units (Units) and/or other non-Smart Station units, if implemented (i.e., Customer's public address system, traffic lights, stove, etc.) will emit an audible and/or visual indication of an incoming alert from Dispatch.

EXHIBITS:

The Exhibits listed below are incorporated into and made a part of the Contract. In interpreting these Exhibits any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	Delivery and Installation Verification Forms
Exhibit B	Warranty
Exhibit C	Contract Price and Deliverables
Exhibit D	Payment Schedule
Exhibit E	Acceptance Test Plan
Exhibit F	Final System Acceptance Certificate
Exhibit G	Maintenance and Support Statement of Work

PROJECT SCHEDULE:

The estimated project timeline starts upon Westnet's acceptance of the Customer's purchase order which includes by reference this Statement of Work. The timeline for completion is ninety (90) days from the later of the accepted Purchase Order or Westnet's receipt of all programming information necessary to deliver the System. Factors that may expedite or delay this schedule include: each party completing their respective tasks, the technical assistance or items provided by Customer third parties (i.e., CAD vendor) and successful completion of a project milestone.

Customer acknowledges that the system to be provided is highly customized and the result of significant resources in the design, manufacturing, programming, and shipping processes. Should Customer, after authorizing Westnet to proceed with this project, decide to cancel the project, the Customer will remain liable for all special engineering services, project coordination charges, licensed software, computers, and the cost of any Smart Station equipment already designed or programmed as of the time of the cancellation, without regard to whether that equipment was already shipped or delivered.

CHANGE ORDERS:

No changes to this SOW that result in additional charges will be implemented without an approved written Change Order executed by both parties.

WESTNET TO PROVIDE:

1. The Deliverables as listed in Exhibit C.
2. Installation of the Deliverables, which includes installation and testing of the new station cabling.
3. Participation in on-site acceptance testing as listed in Exhibit E.

4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operating training will take place during a single mobilization at the conclusion of station installation and consist of one (1) class per fire station.

5. Project management and coordination with Customer technical staff on system configuration.

6. A one (1) year warranty per Exhibit B. The warranty and technical support period commence upon completion of the Acceptance Testing Plan.

7. As-built drawings depicting the Westnet equipment in the fire station(s).

CUSTOMER TO PROVIDE:

1. Bonding information for the complete project, as well as financial information.

2. Complete and return to Westnet all RFI documents and provide written approval of a completed Voice Track Configuration Sheet thirty (30) days prior to scheduled equipment shipment. Project completion is dependent upon the timely receipt of completed ZIRDs (Zone, Incident, Response, and District level announcements) and Pre-Alert Tones.

3. Prior to Westnet mobilization, a Westnet-approved VPN or IP connection for remote system adjustments, maintenance, troubleshooting and updates shall be verified at each station where installation is to be completed. Additional IP addresses will be required for the following:
    - It is estimated that the System will need one (1) additional IP address for maintenance purposes.
    - One additional IP address will be required for each station's Master Control Unit (MCU).
    - Additional IP addresses will be required if the station has Alerting and/or Mapping Endpoints.

4. The Customer's IT Dispatch personnel will need to work with Westnet to identify the ports that need to be opened to communicate with the MCU.

5. This quote provides a redundant and synchronized server, as well as redundant RIC configuration, for a seamless transfer of dispatch alerting operations in the event any portion of the primary dispatch system is down or unavailable. Our servers come with the express version of SQL and if the customer wants to have the synchronized server database Customer will need to provide the SQL license (https://www.microsoft.com/en-us/sql-server/sql-server-2022-pricing.)

6. Removal or disposal of any existing equipment.

7. Rough-in of boxes and any conduit required by the electrical code or Customer.

8. Confirmation that all rough-in is complete prior to scheduling installation of the System.

9. Existing amplifier or speaker troubleshooting, repair or replacement.

10. Any interfaces in Dispatch (i.e., CAD or radio console) or licenses to other dispatcher centers.

11. Locked storage for the equipment. The Customer will bear the risk of loss on the equipment once it has been delivered to the Customer or has been permanently affixed to the fire station. The Customer's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Exhibit A-1.

12. All antivirus and operating system updates for any Dispatch or station computers supplied for or used in this project. The Customer will need to schedule the updates with Westnet in order to minimize system interruption.

13. Provide a minimum of five (5) business day notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation or any project-related visits. Remobilization charges may apply if the Customer has not provided all items listed in

this Statement of Work prior to the scheduled installation and if Westnet is unable to reasonably continue work at another Customer location.

14. One (1) unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display, Server, and Messenger. Westnet highly recommends using wall outlets that are part of the generator back-up supplied power system.

15. All wiring to and from the Control Remote. Westnet installation does not include any wiring for devices connected to the Control Remote.

16. Adequate space to install the System. If the Customer desires the System to be installed in a rack, a First-In Rack Mount Kit and other accessories will be required. The Master Control Unit (MCU), Power Module and UPS must not be more than six (6) feet from the fire station radio(s), the network switch and a 110-volt outlet.

17. Provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightning arrestor with a five-ohm earth ground circuit connected to the radio antenna lightning suppressing circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g., DTMF, P25, Digital, 2-tone sequential, etc.).

18. Access for Westnet to install, at its discretion, a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty and/or maintenance period.

19. If permits are required, the Customer will provide electronic drawings of the station. These drawings must be capable of being edited and used for the permit process. Unless otherwise listed as a Deliverable, a separate fee will be assessed for permit fees and related time and expenses.

20. The supply or install of any conduit work, power receptacles, shunt trip circuit breakers, coils for the kitchen appliances, gas solenoid, power contactors, any wiring in excess of 24-volts, bond fees, or any other work and/or materials not specifically included or listed herein.

21. A Customer provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has VoIP telephone system, the Customer shall provide an analog telephone adapter (ATA) that will include Caller Party Control and assign an extension for in-house paging.

22. The Appliance and Systems Interface Unit (SS-SAIU-10), if applicable, will only control a gas solenoid valve rated at 120 volts. Westnet tested and accepted natural gas valve is the ASCO Red Hat Normally Closed gas valve.

    Normally closed means that the valve will flow gas when the 120-volt power is applied to the gas valve control coil. When the fire station is in an alerted mode, the SS-SAIU-10 removes the 120-volt power from the gas control coil and the gas valve closes shutting off the flow of natural gas to the appliances. This is accomplished using a 24V to 120v relay that is provided and installed by Westnet. The SS-SAIU-10 requires a 120V dedicated circuit located in accessible area and is to be installed by a licensed electrician. The Westnet tested ASCO Red Hat valve is part number 8214G030, used on a ¾" pipe, and must be furnished and installed by others. They are not to be mounted outside as they are not rated as weatherproof. The solenoid must be installed in a ventilated area and by a licensed plumber.

    Each additional electrical appliance(s) and/or fixture(s), to be controlled by the SS-SAIU-10, requires a customer provided, 50 Amp (Minimum), 600V, 24VAC Coil, continuous-duty contactor to be installed

by a licensed electrician. The SS-SAIU-10 must be installed on a dedicated circuit (supplied and installed by others).

Appliances utilizing the SS-SAIU-10 must utilize an electric pilot ignitor. If the stove has an automatic ignitor, Westnet will need to have this connection in place at the relay location described above. This will also connect to the relay on a second input using the same relay.

23. Provide Westnet with any other support to ensure successful installation and integration of the alerting Systems.

DEPENDENCIES AND ASSUMPTIONS:

1. The Customer will obtain any required installation approval of the Historical Society or other agencies having jurisdiction over installing/relocating equipment in the Fire Stations. The Customer agrees to pay the permit fees if any.

2. The number of contact closures in a Control Remote will not exceed eight (8). Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Westnet will not do any high-voltage wiring. Customer

3. Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming to any units once the Customer has signed the System Configuration Form may be billable to the Customer.

4. If during the installation process, Westnet suspects or encounters asbestos or other hazards, Westnet will inform the Customer. Westnet will use its best efforts to utilize alternate installation methods but will not drill any holes or disturb the asbestos in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos-related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damage.

5. Westnet will use their best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e., the possibility of asbestos, inaccessibility), certain cables and raceways may need to be surface-mounted or devices relocated to a more practical location. Westnet understands that the term “optimal” is subjective. Although Westnet will attempt to place the equipment in the Customer’s desired locations, Westnet reserves the right to place the equipment in the safest and most beneficial location for system performance.

6. Any issue affecting the installation such as corrections or repairs, discrepancies among Customer personnel regarding the placement, mounting methods or other installation matters, must be resolved within twenty-four (24) hours while Westnet personnel is on-site. If such resolution does not occur, Westnet may bill the Customer and Customer agrees to pay for any standby time until such discrepancy is resolved.

EXCLUSIONS:

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Westnet:

1. Any equipment not listed in the Contract Deliverables Schedule (Exhibit C), including, but not limited to, access doors and hatches.

2. Spare/loaner equipment unless an on-site warranty is purchased.

3. Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet’s installation subcontractor or Westnet trained installer install or integrate

any non-Westnet equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Customer's radio system.

4. Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism are responsible for equipment and personnel assignment.

5. The Customer will be notified of any non-functioning Customer equipment. Westnet's proposal does not include repair or replacement of any Customer-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Customer will need to repair those items.

6. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.

7. Aesthetic restoration of installation areas (e.g., color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.

8. Taxes and Permit Fees: Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Any increases in any tax rate as listed in the Contract shall be reimbursed by the Customer.

9. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, time expended in drafting and submittal of permits, and related expenses unless specifically listed and at the amount in Exhibit C. If permits are required, Customer agrees to pay for permit fees (plus overhead or carrying costs), permitting costs, permit expediting fees, as well as additional project management fees.

EXHIBIT A-1

DELIVERY VERIFICATION FORM*

First-In Fire Station Alerting Equipment

The signature below serves as verification that the boxes with equipment listed for Station _____ in Exhibit C were delivered with no apparent damage.

_____ _____
Customer Representative Date

_____
Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station _____ in Exhibit C were delivered with apparent damage:

1. _____ 3. _____

2. _____ 4. _____

_____ _____
Customer Representative Date

_____
Printed Name & Title

*** Print and execute one copy of this form for each station**.

EXHIBIT A-2

INSTALLATION VERIFICATION FORM*

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in Exhibit C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

☐ A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Exhibit C.

☐ A check in this box means the following mutually agreed upon changes have been installed.

1. _____ 6. _____

2. _____ 7. _____

3. _____ 8. _____

4. _____ 9. _____

5. _____ 10. _____

_____ _____

Customer Representative Date

_____

Printed Name & Title

***Print and execute one copy of this form for each station.**

EXHIBIT B

WESTNET, LLC.
STANDARD LIMITED WARRANTY

Westnet, LLC. ("Westnet') is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for the purposes of this Limited Warranty.

Warranty Commencement Date: When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

Scope of Warranty: Westnet warrants exclusively to the Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to the Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

Limitations/Exclusions: This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightning, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. ***This Limited Warranty does <u>not</u> cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION**, **OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

Warranty Claims: In order to make a Claim under this Limited Warranty, the Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent

to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649**

or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500.**

Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of the Product to/from Westnet's designated service center.

LIMITATION OF LIABILITY: IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGGREGATE LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT.** IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN**,** HOWEVER ALLEGED OR ARISING.

INFRINGEMENT. Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

EXHIBIT C

CONTRACT PRICE AND DELIVERABLES

Quote ID	Name	Price
Q-10249-G9C8 Revision: 2	**Quote: El Centro Fire Station #1 First-In Alerting Smart Station System Revised 2**	**$75,322.53**
Q-10250-J5L9 Revision: 2	**Quote: El Centro Fire Station #2 First-In Alerting Smart Station System Revised 2**	**$71,674.08**
Q-10251-B7T2 Revision: 2	**Quote: El Centro Fire Station #3 First-In Alerting Smart Station System Revised 2**	**$139,876.32**
Q-10264-Z7L9 Revision: 2	**Quote: El Centro Fire Department First-In Alerting Platform Dispatch System Revised 2**	**$121,555.22**

EXHIBIT D

Payment Schedule

Description	Total Project
Quote: El Centro Fire Station #1 First-In Alerting Smart Station System Revised 2	$75,322.53
Quote: El Centro Fire Station #2 First-In Alerting Smart Station System Revised 2	$71,674.08
Quote: El Centro Fire Station #3 First-In Alerting Smart Station System Revised 2	$139,876.32
Quote: El Centro Fire Department First-In Alerting Platform Dispatch System Revised 2	$121,555.22

Quote ID	Name	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Price
Q-10249-G9C8 Rev: 2	Fire Station #1	*30%*	*30%*	*30%*	*10%*	$75,322.53
Q-10250-J5L9 Rev: 2	Fire Station #2	*30%*	*30%*	*30%*	*10%*	$71,674.08
Q-10251-B7T2 Rev: 2	Fire Station #3	*30%*	*30%*	*30%*	*10%*	$139,876.32
Q-10264-Z7L9 Rev: 2	Dispatch	*30%*	*30%*	*30%*	*10%*	$121,555.22
					Total	$ 408,428.15

Note: Project milestones above are defined as follows with the percentage shown being the percent of the Price that is invoiced at each milestone.

Milestone #	Project Milestone	Reference Exhibit
1	Contract Signature	n/a
2	Due Upon Delivery	Exhibit A-1
3	Due Upon Installation	Exhibit A-2
4	Due Upon Final Acceptance	Exhibit F

If payment is not received within thirty (30) days from the date of invoice, an interest charge of one and a half percent (1.5%) per month of the unpaid balance will be charged (18% per annum), which the Parties agree represents the cost of extending credit for late payments.

EXHIBIT E

ACCEPTANCE TEST PLAN

OBJECTIVE: The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance." Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

SCOPE: The scope of this ATP is limited to the System supplied by Westnet, LLC. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e., the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

TEST SCHEDULE: Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

FIRE STATION METHODOLOGY: The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

☐ Pass ☐ N/A ☐ Fail	Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the Customer's radio system.

   A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers **.**

☐ Pass ☐ N/A ☐ Fail	Notes:

B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e., Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

☐ Pass
☐ N/A
☐ Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit sends the shutdown command to the station.

☐ Pass
☐ N/A
☐ Fail

Notes:

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio-based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

☐ Pass
☐ N/A
☐ Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

☐ Pass
☐ N/A
☐ Fail

Notes:

_____ _____
Customer Representative Date

_____
Printed Name & Title

EXHIBIT F

FINAL SYSTEM ACCEPTANCE CERTIFICATE

The signature below serves as verification that the System has passed the Acceptance Test Plan and that all deliverables and work have been completed.

_____ _____

Customer Representative Date

_____

Printed Name & Title

EXHIBIT G

MAINTENANCE AND SUPPORT
STATEMENT OF WORK

1. SCOPE OF SERVICES

Westnet will provide comprehensive turnkey maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment was purchased. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free technical support
- Repair and/or replacement of malfunctioning units (except UPS)
- Spare equipment delivered the next business day (and Saturdays where available)
- Remote diagnostic analysis and uploads, standard release software upgrades

2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table where applicable. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access). On-site times are calculated by after remote attempts to correct the issue are deemed unsuccessful or unavailable by Westnet. Lack of or unavailability of a Customer-supplied VPN connection to any station or the dispatch center shall be considered the Customer's waiver of any response time obligation for that particular issue.

Westnet Technical Support: (800) 807-1700
Office Hours: 8:00 – 5:00 PST, Monday – Friday

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays 3-6 Hour Response	This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems. • Any reported trouble with Westnet-supplied Dispatch (System) Project Equipment. • Station reports that it is not receiving any form of an alert or there is no audio in any areas of the fire station. • Other failures that render the fire station MCU and more than five audio transmitting devices unusable.
2	8:00 – 5:00 PST, Monday – Friday 2-Business-Day Response	This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems. • Any non-essential Dispatch Project or Fire Station device reported inoperable. • Reports on receiving other stations or companies' alerts. • Requests to increase fire station volume levels within fire department-approved parameters.

3	8:00 – 5:00 PST, Monday – Friday 3-Business-Day Response	This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems. • Requests to decrease volume levels within fire department-approved Parameters. • Add additional equipment, request programming, or voice-chip changes. • Requests for additional training. • Other non-mission-critical matters in the dispatch centers or fire stations.

3. **WESTNET'S RESPONSIBILITIES**

Westnet shall:

A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.

1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.

2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by the Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.

B. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

4. CUSTOMER'S RESPONSIBILITIES

The Customer shall at all times or upon request:

A. Make no modifications to the System without obtaining approval from Westnet in writing.

B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).

C. Provide and maintain an operating 24/7 VPN with IP access to the stations for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.

D. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.

E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.

F. Provide the name, 24-hour telephone number and position of the responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.

G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour of notice of an on-site visit. If training, badges or background checks are required any time during the term, Customer agrees to pay for such costs.

H. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.

I. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.

J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line full-time UPS.

K. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.

L. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.

M. Notify Westnet prior to making any change in any equipment connected to the fire station System.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2026

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

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

PRODUCER
RCP, Alera Group, LLC
8182 Maryland Ave.
Suite 250
Clayton MO 63105

License#: 20020393

CONTACT NAME: Spence Myer
PHONE (A/C, No, Ext): 314-328-5951 **FAX (A/C, No):**
E-MAIL ADDRESS: smyer@rcpholdings.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Insurance Company of America	19046
INSURER B : Burlington Insurance Company	23620
INSURER C : Hartford Fire Insurance Company	19682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Westnet, LLC
15542 Chemical Lane
Huntington Beach CA 92649

WESTHOL-01

COVERAGES **CERTIFICATE NUMBER:** 1489889264 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	84CESOF0C5E	3/15/2025	3/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Project Max Agg	$ 5,000,000
A	**AUTOMOBILE LIABILITY**	Y	Y	BA6X969041	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	973BE09712-01	3/15/2025	3/15/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	84WECAK3XKY	4/1/2025	4/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
El Centro and its officers, officials, employees, agents, and volunteers under General Liability (including Ongoing and Completed Operations), Automobile Liability, and Umbrella Liability on a primary and non-contributory basis, where required by written contract. Waiver of Subrogation applies in favor of the additional insureds under General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation, where required by written contract, except as prohibited by law. Umbrella is follow form over general liability, auto liability and workers compensation. Thirty day notice of cancellation.

CERTIFICATE HOLDER

City of El Centro
1275 W. Main Street
El Centro CA 92243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nicholas Koenemann

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Operational update for the El Centro Police Department's drone program.

CITY MANAGER'S RECOMMENDATION:
Receive and File the El Centro Police Department Unmanned Aerial Systems (UAS) Program Operational Update.

FISCAL IMPACT:
Not applicable

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

The El Centro Police Department’s UAS Program continues to serve as a force multiplier, enhancing officer safety, situational awareness, and operational effectiveness. The Department currently operates Skydio X10 drones supported by certified pilots from both ECPD and El Centro Fire Department. The Department maintains an FAA Certificate of Authorization (COA) allowing day and night public safety operations throughout Imperial County in compliance with federal regulations.

DISCUSSION:

The program experienced significant growth from 2024 through 2026:

- **2024:** 78 deployments
- **2025:** 300 deployments
- **2026 (to date):** 24 deployments resulting in 10 arrests
- **Total arrests (2024–2026):** 37

Deployments included high-risk searches, perimeter containment, burglary and theft investigations, SWAT operations, missing persons, fire response support, and special enforcement details.

The UAS team conducts monthly training and joint exercises with SWAT to maintain

tactical integration and operational readiness.

Future considerations include:

- Implementation of a Drone as First Responder (DFR) program
- Acquisition of additional drones, including indoor-capable systems
- Pursuit of FAA authorization for Beyond Visual Line of Sight (BVLOS) operations

CONCLUSION:
The UAS Program has demonstrated measurable operational success, increased arrest outcomes, strengthened interagency coordination, and enhanced public and officer safety. Staff recommends Council receive and file this update.

ATTACHMENTS:
None

Discussion and necessary action regarding Communications Site Lease Agreement with Vero Fiber.

CITY MANAGER'S RECOMMENDATION:

Approve a Land Lease Agreement with Vero Broadband, LLC for the lease of a portion of a City-owned property located at 1350 South 8th Street. The agreement allows Vero Broadband to install and operate telecommunications infrastructure to provide broadband internet services to the El Centro community.

FISCAL IMPACT:

There is no fiscal impact to the general fund. The Communications Site Lease Agreement with Vero Fiber would include $200 per month in rent and they would provide fiber connectivity to the parks yard.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Recreation & Lifelong Learning
Economic Opportunity

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

Vero Fiber Networks, LLC is regulated by the California Public Utilities Commission (CPUC) and they have been granted a Certificate of Public Convenience and Necessary by the CPUC to operate as a telecommunications provider in California. Additionally, Vero Fiber would be required to obtain an El Centro Business License.

BACKGROUND:

In late 2025, Vero Fiber Networks, LLC informed City Staff they were interested in expanding their business to El Centro and the surrounding region. Their goal is to expand fiber internet to the home. They also indicated their desire to lease 1,200 square feet of land from the City of El Centro to install a telecommunications shelter, along with a backup generator and associated HVAC equipment.

DISCUSSION:

A Communications Site Lease Agreement has been drafted for Council consideration. Under the Agreement, the City leases approximately 1,200 square feet of land for the installation, operation, and maintenance of a telecommunications facility, which includes an equipment cabinet, fiber optic cables, related support equipment, fencing and utilities. The leased area would remain the exclusive property of Vero Broadband and may only be used for broadband and telecommunications purposes.

The lease term is fifteen (15) years, beginning on the effective date of the agreement, with the option for the parties to negotiate an extension. Monthly rent is set at $200 per month,

payable in advance, with a 3% annual escalation.

Vero Broadband is responsible for all building permits, construction, maintenance, utilities, and compliance with applicable laws. The company must maintain required insurance coverage and indemnify the City against claims arising from itus use of the site. Upon expiration or termination of the lease, Vero Broadband is required to remove its facilities and restore the site to good condition.

CONCLUSION:
Approve a Land Lease Agreement with Vero Broadband, LLC for the lease of a portion of a City-owned property located at 1350 South 8th Street. The agreement allows Vero Broadband to install and operate telecommunications infrastructure to provide broadband internet services to the El Centro community.

ATTACHMENTS:
1. 2026-04-03 Vero Fiber Communications Site Lease Agreement - El Centro Redline 4.8.2026

Communications Site Lease Agreement

This Communications Site Lease Agreement ("**Lease**") is made and entered into as of the _____ day of _____, 2026, ("**Effective Date**") by and between the City of El Centro, a California municipal corporation ("**Lessor**"), and Vero Broadband, LLC, a Colorado limited liability company ("**Lessee**"). Each of Lessor and Lessee may be referred to in this Lease individually as a "**Party**" and collectively as the "**Parties**."

Recitals

WHEREAS, Lessor owns certain real property generally located at 1350 South 8th St., El Centro, CA 92243 consisting of approximately 18.78 acres of land (the "**Property**"), as more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Lessee is a provider of broadband services and desires to provide those services to the El Centro community; and

WHEREAS, Lessee desires to lease from Lessor a certain portion of the Property, subject to the terms and conditions herein, to facilitate Lessee's providing broadband service to the El Centro community.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Lessor hereby grants to Lessee, according to the terms and conditions set forth herein, a lease of approximately 1,200 square feet of land on the Property, together with conduit pathways from the public right of way, across the Property, to Lessee's telecommunications and broadband equipment (collectively, the "**Site**"), as more particularly described in Exhibit B, which is attached hereto and incorporated herein by this reference.

2. Purpose. The Site may be used and occupied by Lessee solely for the access (ingress and egress), installation, operation, maintenance and replacement of an equipment cabinet and all related support equipment, conduit, fiber optic cables, connections, and all appurtenant fixtures as further set forth in Exhibit C, which is attached hereto and incorporated herein by this reference (collectively, the "**Facility**") to provide broadband internet and telecommunications transmission (the "**Permitted Use**"): The Facility shall be the exclusive property of Lessee. Nothing herein shall give Lessee the right to use the Site for any other purpose without the prior written consent of Lessor. Except for the development necessary to install the Facility, no development or demolition shall occur on the Site.

3. Term. This Lease will be for a term beginning on the Effective Date and continuing for fifteen (15) years thereafter ("**Term**"), unless otherwise earlier terminated as provided herein. Lessor will deliver non-exclusive and lawful possession of the Site to Lessee on the Effective Date for Lessee to commence

constructing Lessee's Facility. The Parties may elect to extend the Term of this Lease upon such terms and conditions as may be mutually agreed upon in writing and signed by the Parties at the time of any such extension. All days set out are calendar days.

4. Rent.

4.1 Commencing on the Effective Date, Lessee will pay Lessor monthly rent for the Site in advance of two hundred fifty dollars and zero cents ($250.00) per month ("Rent"). Lessee shall pay Lessor the first month's Rent prorated to cover only the remainder of the then current calendar month. Thereafter during the Term, Rent will be due and payable on the first of each month. Rent paid after the thirtieth day of each month will be deemed as late; and if rent is not paid within ten (10) days after such late payment date, Lessee shall pay a late charge of ten percent (10%) of the balance due. The monthly Rent shall escalate by five percent (5%) at the end of every year while this Lease is in effect.

4.2 The Lessee shall provide 1-Gbps GPON-based Business Fiber Internet service to the City of El Centro facility at Bucklin Park, located at 1350 South 8th Street, El Centro, CA 92243. The standard rate card cost of two hundred dollars ($200.00) for the 1-Gbps GPON-based Business Fiber Internet service shall be reduced to zero dollars and provided at no cost for the Term of this Lease. Installation of the service shall occur after the Effective Date of this Lease and shall be completed as soon as the service becomes available. This internet service is intended solely for administrative use by the City of El Centro and shall not be used to provide internet access to the general public.

5. Holdover Tenancy. Unless this Lease has been extended by mutual written agreement of the Parties, there will be no holding over after the expiration of the Term under this Lease. If Lessee retains possession after the expiration of the Term, Lessee shall pay a holdover fee of 125% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination or expiration of the Term, Lessee may retain possession pending resolution of such negotiations, but in no case longer than 90 days. The Parties understand that the monthly rent for any extension shall be increased.

6. Surrender of the Site. Lessee shall return the Site to Lessor upon expiration or earlier termination of this Lease in good condition and repair, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Lease, Lessee will remove the Facility from the Site at the sole cost and expense of Lessee. Any Lessee property left on the Site after ninety (90) days following the expiration or earlier termination of this Lease will be deemed to have been abandoned by Lessee and may be retained by Lessor. Lessee will pay Lessor for all reasonable expenses incurred by Lessor in connection with the removal of such property, including, but ~~not~~ limited to, the cost of repairing any material damage to the Site caused by the removal of such property, reasonable wear and tear excepted. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination or expiration of the Term, the Facility may remain in-place pending resolution of such negotiations, but in no

case longer than 90 consecutive calendar days. Lessee's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

7. Condition of the Site. Lessee has examined the Site and accepts the Site in its current "as is" condition and, except as expressly set forth herein, Lessor makes no representation or warranty, express or implied, including but not limited to, any warranty of fitness for a particular purpose. Lessee acknowledges that Lessee has not relied on any representations or warranties by Lessor in entering this Lease.

8. Use of the Site. Lessee will not use the Site for any unlawful purpose or in any manner that will materially harm Lessor's interest in the Site. Lessee shall not interfere with Lessor's present operations or communications setups or other present lessees or other agreements of Lessor. Lessor shall not use, nor shall Lessor permit its tenants, lessees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee. Lessee will not dispose of waste upon the Site and, at its sole expense, will maintain the Site in good repair and make all necessary repairs thereto.

9. Access to Site. Lessee, its employees, contractors, subcontractors and agents shall have access to the Site on a continuous, year-round basis, twenty-four (24) hours per day, seven (7) days per week, to make any necessary maintenance and repairs and as may otherwise be needed to operate Lessee's business.

10. Improvements and Alterations.

10.1 Upon the Effective Date of this Lease or as otherwise agreed to between the Parties, Lessee shall commence construction of the Facility and, if applicable, make the improvements and alterations as further described in Exhibit C.

10.2 From time-to-time Lessee may make reasonable improvements, alterations, additions, or other changes to the Site without the prior written approval of the Lessor. Lessee agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. Subject to the abandonment provisions of Section 6, all improvements, alterations, additions, or other changes to the Site shall remain the property of Lessee upon the termination of this Lease. Any such improvements, alterations, additions or other changes shall be within the Site.

11. Hazardous Substances. Unless prior written authorization is received from Lessor, Lessee will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. Signs. Subject to local zoning regulations, Lessee shall have the right to place a reasonable sign on the exterior of the Facility and/or its front gate, if applicable, to identify its ownership, business, and emergency telephone numbers.

13. No Mechanics Lien. Lessee will pay or cause to be paid all costs and charges for work (a) done by Lessee or caused to be done by Lessee in or to the Site, and (b) for all materials furnished for or in

connection with such work. Lessee will not permit any mechanics or other liens to be filed against Lessor's interest to the Site or the Property as a result of any work performed for or obligations incurred by Lessee. Lessee will indemnify Lessor for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

14. Permits and Approvals. Lessee will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with its use of the Site. Lessor will cooperate with Lessee and provide the necessary documents to obtain such licenses, permits, and approvals.

15. Compliance with Laws. Lessee covenants and agrees to comply with all federal, state, and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws.

16. Taxes. Lessee shall pay all taxes or assessments which are levied or charged on Lessee's personal property on or in the Site during the Term.

17. Indemnification. Lessee, on behalf of itself and its affiliates (or "**Indemnitor**") shall indemnify, defend (with counsel subject to the reasonable approval of the City), protect, and hold harmless the Lessor, its officers, agents and employees (or "**Indemnitee**"), from and against, and assume liability for all claims, suits, actions, damages, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "**Claims**") which in whole or in part arise out of or result from (a) the negligent or willful acts, omissions, or willful misconduct of the Lessee in the performance or non-performance of its obligations or exercise of its rights under this Lease; (b) any breach of a representation, warranty, covenant or agreement made or to be performed by the Lessee under this Lease, (c) any act or failure to act by the Lessee in regard to the performance of this Lease, or (d) the violation of any law, regulation, rules, tariffs, dockets, ordinances, orders or guidelines, or other regulatory requirements applicable to this Lease in the performance or non-performance of its obligations or exercise of its rights under this Lease. The Indemnitor's indemnification obligations hereunder shall not be applicable to any Claims arising from the Indemnitee's gross negligence, intentional acts or omissions, willful misconduct, or the Indemnitee's violation of any law or regulation.

Except for the gross negligence or willful misconduct of Lessor, Lessee shall defend (with counsel of Lessor's choosing), indemnify and keep and hold Lessor, including Lessor's officers, employees and agents, their successors and assigns, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Lessee, sustained in, on or about the Site or arising out of Lessee's use or occupancy thereof, as a proximate result of the acts or omissions of Lessee, its employees and agents, or its contractors, licensees, invites or sub-Lessees, their successors and assigns or arising out of the condition of the property. Lessor shall, by appropriate, written notice to Lessee, advise Lessee as soon as practicable regarding any potential liability of Lessee under this Section.

18. Limitation of Liability.

18.1. Neither Party shall be liable for loss or damage occasioned by a Force Majeure Event as defined in Section 21 below.

18.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF PURCHASING REPLACEMENT SERVICES OR LOSS OF USE, INCURRED OR SUFFERED BY EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS LEASE, WHETHER IN AN ACTION IN CONTRACT, TORT, OR ANY LEGAL THEORY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OF SUCH DAMAGES ARE HEREBY EXPRESSLY WAIVED BY LESSOR AND LESSEE.

18.3. Neither Party is responsible or liable to the other Party for any loss, claim, damage, or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Property resulting from the gross negligence or willful misconduct of the other Party.

19. Default.

19.1 The following shall each constitute an "**Event of Default**":

19.1.1 By Lessee, if Lessee fails to make any required payment due within thirty (30) calendar days of receiving notice of the breach from Lessor.

19.1.2 By either Party, if either Party fails to perform any obligation or condition or to comply with any term or provision of this Lease if such failure continues for thirty (30) days (except where a different period of time is specified in this Lease, in which case such different time period shall apply) after delivery of written notice thereof; however, if the nature of the default is such that it cannot be cured within the thirty (30) day period, no default shall exist if the cure is commenced within the thirty (30) day period and is thereafter diligently pursued until completion.

19.1.3 By either Party, if either Party files a petition for bankruptcy, reorganization, liquidation, or similar relief, or makes an assignment for the benefit of creditors.

19.2 Remedies Upon Default.

19.2.1 Upon the occurrence of an Event of Default by Lessee, Lessor shall have the right to terminate this Lease and recover possession of the Site by giving written notice to Lessee of Lessor's election to terminate this Lease, which termination shall be effective upon receipt of notice by Lessee.

19.2.2 Upon the occurrence of an Event of Default by Lessor, Lessee shall have the right to terminate this Lease by giving written notice to Lessor of Lessee's election to terminate this Lease, which termination shall be effective upon receipt of notice by Lessor.

19.2.3 Either Party may at its sole option, but without any obligation, cure a non-monetary breach at the defaulting Party's expense at any point and invoice the defaulting Party for the same. The non-defaulting Party's rights hereunder shall be in addition to, and not a substitute for, all other remedies contained in this Lease or any other right or remedy now or hereafter existing at law or equity against the defaulting Party.

20. Reserved.

21. Force Majeure. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action, request or failure to act of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, pandemic, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event, and performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

22. Insurance.

22.1 Without limiting Lessee's indemnification of Lessor, and prior to commencement of this Lease, Lessee shall obtain, provide, and maintain at its own expense during the Term of this Lease, policies of insurance of the type and amounts described below and in a form satisfactory to Lessor:

22.1.1 General liability insurance. Lessee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

22.1.2 Automobile liability insurance. Lessee shall maintain automobile insurance at least as broad as Insurance Services Office Form CA 00 01 covering bodily injury and property damage for all activities of the Lessee arising out of or in connection with work to be performed under this Lease, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

22.1.3 Workers' compensation insurance. Lessee shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.

22.2 Proof of insurance. Lessee shall provide certificates of insurance and required endorsements to Lessor as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Lessor's Risk Manager or designee prior to commencement of performance. Current certification of insurance shall be kept on file with Lessor for the Term of this Lease and any additional length of time required thereafter. Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

22.3 Duration of coverage. Lessee shall procure and maintain for the Term of this Lease, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with this Lease.

22.4 Primary/noncontributing. Except for Workers Compensation, coverage provided by Lessee shall be primary and any insurance or self-insurance procured or maintained by Lessor shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Lessor before the Lessor's own insurance or self- insurance shall be called upon to protect it as a named insured.

22.5 Lessor's rights of enforcement. In the event any policy of insurance required under this Lease does not comply with these specifications or is canceled and not replaced, Lessor has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Lessor will be promptly reimbursed by Lessee or Lessor will withhold amounts sufficient to pay premium from Lessee payments. In the alternative, Lessor may terminate this Lease.

22.6 Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Lessor's Risk Manager or designee.

22.7 Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Lease shall be endorsed to waive subrogation against Lessor, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Lessee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against Lessor and shall require similar written express waivers and insurance clauses from each of its subconsultants.

22.8 Enforcement of contract provisions (non estoppel). Lessee acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Lessee of non-compliance with any requirement imposes no additional obligations on the Lessor nor does it waive any rights hereunder.

22.9 Requirements not limiting. Requirements of specific coverage features or limits contained in this Section 22 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Lessee maintains higher limits than the minimums shown above, the Lessor requires and shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

22.10 Notice of cancellation. Lessee agrees to oblige its insurance agent or broker and insurers to provide the Lessor with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Lessee's insurers are unwilling to provide such notice, then Lessee shall have the responsibility of notifying the Lessor immediately in the event of Lessee's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

22.11 Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

22.12 Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Lessor and approved of in writing.

22.13 Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

22.14 Pass through clause. Lessee agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto the Site or involved in the project/service by Lessee (hereinafter collectively "subcontractor") hereunder, provide the same minimum insurance coverage and endorsements required of Lessee. Lessee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section 22. However, in the event Lessee's subcontractor cannot comply with any of these requirements, which proof must be submitted to the Lessor, Lessee shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Lessee, but in all other terms consistent with the Lessee's requirements under this Lease. This provision does not relieve the Lessee of its contractual obligations under this Lease and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Lessee with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same

insurance limits as required of the Lessee under this Lease given the limited scope of work or services provided by the subcontractor. Lessee agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to Lessor for review.

22.15 Lessor's right to revise specifications. The Lessor reserves the right at any time during the Term of this Lease to change the amounts and types of insurance required by giving the Lessee ninety (90) days advance written notice of such change.

22.16 Self-insured retentions. Any self-insured retentions must be declared to and approved by Lessor. Lessor reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

22.17 Timely notice of claims. Lessee shall give Lessor prompt and timely notice of claims made or suits instituted that arise out of or result from Lessee's performance under this Lease, and that involve or may involve coverage under any of the required policies.

22.18 Additional insurance. Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection. Lessee agrees and understands that Lessee's personal property, fixtures, equipment, inventory, and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause.

23. Casualty.

23.1 If (i) the Site or Facility should be totally destroyed by fire or other casualty; (ii) the Site or Facility should be partially damaged so that rebuilding cannot reasonably be completed within thirty (30) calendar days after the date of written notification by Lessee to Lessor of the destruction; or (iii) the Property should be partially damaged or totally destroyed such that access to and use of the Site is impacted, then Lessee may, at Lessee's option, terminate this Lease and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

23.2 If the Site or Facility should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) calendar days from the date of written notification by Lessee to Lessor of the destruction, this Lease shall not terminate, and Lessor may at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Site or Facility to substantially the same condition in which it existed prior to the damage. In the event that Lessor fails to complete the necessary repairs or rebuilding within ninety calendar days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at its option terminate this Lease by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Lease shall cease.

24. Assignment. This Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, and permitted assigns. A Party ("**Assignor**") may not assign, sell, or

otherwise transfer ("**Transfer**") this Lease, in whole or in part, without the express prior written consent of the other Party. Notwithstanding the foregoing, Lessee may Transfer this Lease in its entirety, with the prior consent of Lessor, which consent shall not unreasonably be withheld, if such Transfer is (i) to any entity that purchases or acquires all or substantially all of the assets of the Assignor, or any other entity formed by or surviving the merger, reorganization, consolidation or amalgamation of the Assignor and any other entity; (ii) a transfer of all or substantially all of the assets of the Assignor; (iii) to any firm, corporation, or entity which the Assignor controls, is controlled by, or is under common control with; or (iv) for any business reorganization that may result in a change in majority control, investor ownership, or refinancing. In the event of a Transfer, the assignee shall assume all duties, obligations, and responsibilities of the Assignor set forth in this Lease.

25. Notices. All notices, demands, requests, and other communications required or permitted under this Lease shall be in writing and shall be deemed properly given (a) if delivered in person to a Party; (b) if delivered by an overnight delivery service, private courier, or commercial courier; or (c) if delivered by the United States Postal Service via certified or registered mail with return receipt requested. All notices so given shall be deemed effective on actual delivery or if delivery is refused, upon refusal. All notices shall be delivered at the following addresses:

If to the Lessor:	**If to the Lessee**:
City of El Centro	Vero Broadband, LLC
1275 Main St.	1023 Walnut Street
El Centro, CA 92243	Boulder, CO 80302
Attention: City Manager	Attention: Chief Operating Officer
With a copy to the City Attorney	With a copy to the Chief Legal Officer

26. Representations and Warranties. In addition to any other representations and warranties contained in this Lease, each Party represents and warrants to the other Party that:

26.1 It has the full power, right and authority to enter into, execute, deliver, and perform its obligations under this Lease;

26.2 This Lease constitutes its legal, valid, and binding obligation enforceable against such Party in accordance with its terms; and

26.3 The individuals signing this Lease on behalf of Lessor and Lessee are empowered and duly authorized to bind Lessor or Lessee, as the case may be, to this Lease.

27. Reserved.

28. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, or any other fiduciary relationship between the Parties other than that of Lessor and Lessee. Neither Party is authorized to act as an agent or on behalf of the other Party.

29. Condemnation. In the event that all or a material portion of the Site necessary for Lessee's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, this Lease shall terminate on the date of such taking, and all Rent under this Lease shall be prorated and paid to such date.

30. Quiet Enjoyment. If Lessee pays the Rent and performs all other obligations under this Lease, Lessee may peaceably and quietly hold and enjoy the Site during the Term without any interference from Lessor or Lessor's employees, contractors, or agents.

31. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Lease and each Party's rights and interests in this Lease.

32. No Waiver. No Party shall be deemed to have waived any provision of this Lease or the exercise of any rights held under this Lease unless such waiver is made expressly in writing. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

33. Severability. If any provision of the Lease is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Lease.

34. Governing Law. This Lease shall be governed by, enforced, and construed in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of California, without regard to choice of law principles. Venue for any legal action relating to this Lease shall be the State Court in and for the County of Imperial, California.

35. Amendments. This Lease may not be modified except in writing signed and acknowledged by both Parties.

36. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Lease.

37. Entire Agreement. This Lease and its Exhibits constitute the entire understanding between the Parties and supersedes and replaces any and all prior understandings, agreements, negotiations, and communications, whether written or oral, between the Parties relating to the subject matter hereof, and the transactions provided for herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect.

38. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document. This Lease may be executed via a recognized electronic signature service (e.g., Docusign), or may be signed, scanned, and emailed to the other Party, and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Lease as of the Effective Date.

LESSOR

City of El Centro,
a California municipal corporation

Robert Sawyer, City Manager

Date

LESSEE

Vero Broadband, LLC,
a Colorado limited liability company

Signature

Print Name

Title

Date

ATTEST:

Norma Wyles, City Clerk

APPROVED AS TO FORM:

Joanna Smith Hoff, City Attorney

Exhibit A
The Property

Parcel ID: 053-515-003; Owner: City of El Centro; 18.78 Acres

Legal Description: All that certain real property consisting of approximately twenty (20) acres, being a portion of Tract 90, Township 16 South, Range 14 East, Monte Vista Subdivision, County of Imperial, State of California, as more particularly shown on the official map thereof and described in the records of the County Recorder. (THAT PTN OF TR 90 T16S R14E MONTE VISTA SUB 20 AC)

Commonly referred to as: 1350 South 8th St., El Centro, CA 92243

Shown on map below:

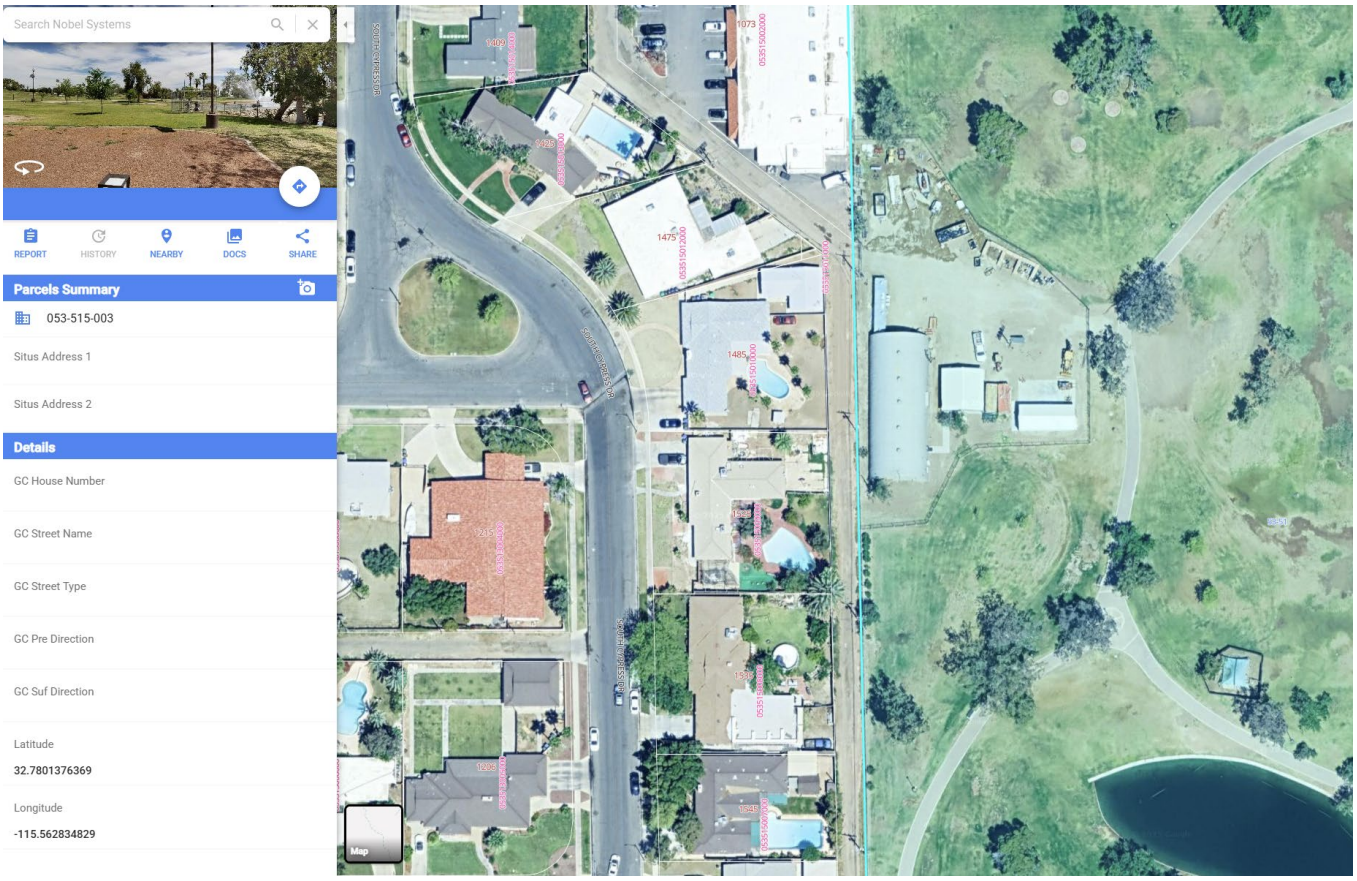
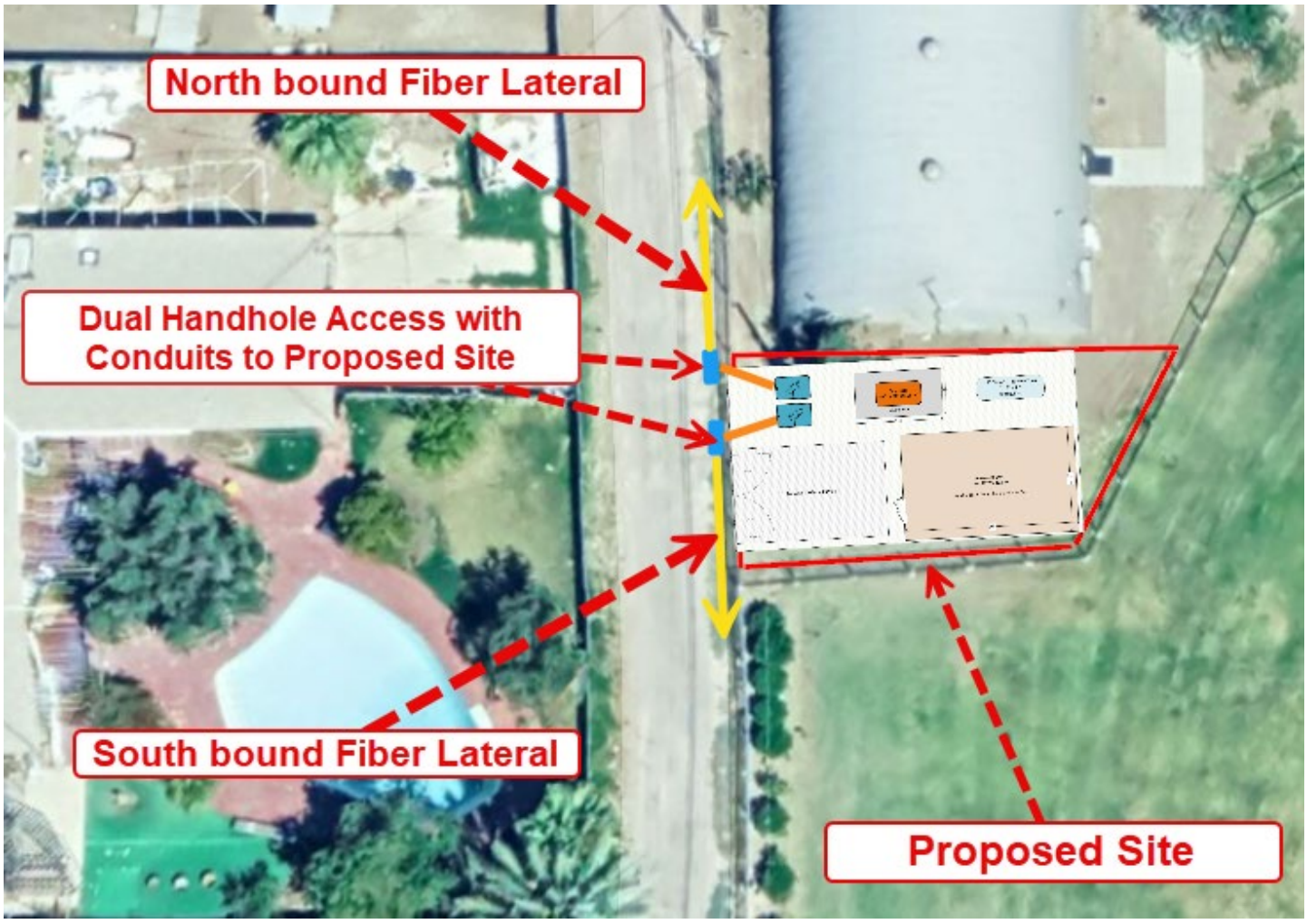


Exhibit B
The Site

An approximately 40’ x 20’ area (800 square feet) located along the western boundary of the Property, featuring a proposed 20’ x 11.5’ concrete pad. The pad is designed to accommodate a telecommunications shelter measuring 9’H x 20’W x 11.5’D, along with a backup generator and associated HVAC equipment. A 250-gallon propane tank will be installed if connection to natural gas is not feasible or cannot be completed at a reasonable cost.

The Lessee shall construct two (2) fiber laterals to the site from the Right of Way in the alley (represented by orange lines in the drawing below). These laterals shall be part of the Site.

The laterals will be installed via underground conduit at a depth of 36 inches. The conduits will enter the ground beneath the cable vaults and surface inside the telecommunications cabinet.



Typical layout shown below, subject to specific requirements for service delivery by market:

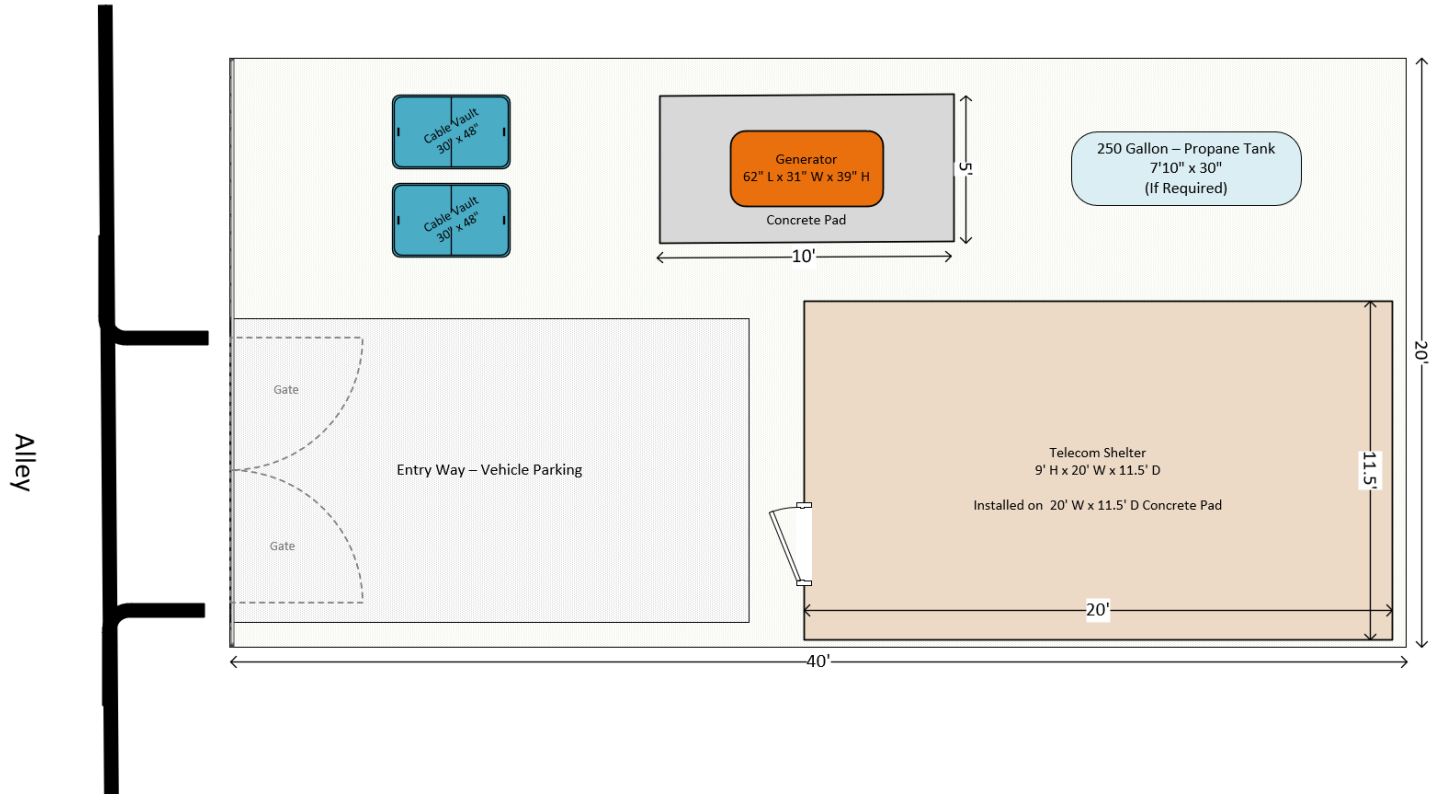


Exhibit C
The Facility

Lessee shall install fencing along the northern boundary of the Site, extending from the left and right corners of the City building to the existing fence lines. Such fencing shall match, or be substantially similar to, the existing fencing. In addition, Lessee shall construct a gate along the western boundary of the Site, which shall likewise match, or be substantially similar to, the existing fencing and shall permit ingress to and egress from the Site.

Lessee shall construct two (2) diverse entrances of fiber optic cable from the public right of way into the Site. Laterals are installed via underground conduit at a depth of 36", conduits enter the ground beneath the cable vaults and surface inside the telecommunications cabinet.

Lessee shall bring all necessary utilities into the Site for provision of services, including electric, gas, and telecommunications if necessary.

Subject to the terms and conditions of this Lease, Lessee may install a 250-gallon propane tank if connection to natural gas is not feasible or cannot be completed at a reasonable cost.

Discussion and related action regarding an extension to the Agreement with Catholic Charities Diocese of San Diego for the Working Hands Workforce Development Program.

CITY MANAGER'S RECOMMENDATION:

Staff recommends approval of a one (1) year extension of the agreement with Catholic Charities for the continued implementation of the Working Hands Workforce Development Program under the same terms and conditions.

FISCAL IMPACT:

The Working Hands Program is fully funded through Permanent Local Housing Allocation (PLHA) grant funds. Established pursuant to Senate Bill 2, the PLHA Program provides a permanent and ongoing funding source to local governments for housing-related projects and programs that address unmet housing needs.

The City of El Centro, including its Colonia designated areas, has received PLHA funding. The total estimated allocation available to the City for the 2019-2023 program years is $2,773,0339.

An agreement in the amount of $524,658.67 between the City of El Centro and Catholic Charities was executed on February 20, 2024, for Working Hands Program operating expenses. Of this total, $204,355.86 was expended during the first year (October 2024-October 2025), leaving a remaining balance of $320,302.81.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Community Health, Safety & Welfare
City Beautification, Engagement & Civic Pride
Economic Opportunity

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

Catholic Charities currently operates a Navigation Center and successfully works closely with the Economic Development Division on various Community Development Block Grant Programs.

BACKGROUND:

The City of El Centro and El Centro Colonia have received approximately $1.86 million in PLHA funds, a portion of which has been designated to support individuals experiencing or at risk of homelessness. In accordance with PLHA Guidelines, eligible activities include supportive services and case management designed to assist chronically homeless individuals in obtaining and maintaining stable housing.

On February 20, 2024, the City entered into an agreement with Catholic Charities to implement the Working Hands Workforce Development Program. The program provides temporary employment opportunities for individuals who are homeless or at risk of homelessness. Participants earn a weekly wage while performing labor services related to community cleanup and maintenance efforts.

DISCUSSION:

Catholic Charities operates a Navigation Center located at 250 W. Orange Avenue in El Centro. The center provides supportive services aimed at helping individuals experiencing homelessness achieve stability and self-sufficiency. Through this partnership, the City and Catholic Charities collaborate to promote economic opportunity, workforce participation, and long-term housing stability.

The Working Hands Crew assists City staff by providing cleaning and maintenance services at various public facilities according to the following weekly schedule:

- **Monday:** Bucklin Park & Main Street between 6th and 8th Streets
- **Tuesday:** Stark Field, Swarthout Park
- **Wednesday:** Bucklin Park & Main Street between 6th and 8th Streets
- **Thursday:** First Responders Park
- **Friday:** Bucklin Park & Main Street between 4th and 6th Streets

By combining employment opportunities, job training, and coordinated supportive services, the program strengthens pathways to long-term employment and permanent housing.

Since the program began in September 2024:

- 17 individuals have enrolled in the Working Hands Program.
- 9 of the 17 participants obtained housing, including
    - 7 were housed through Rapid Rehousing
    - 1 obtained housing on his own without a rental subsidy
    - 1 reunited with family where he was permanently housed
- 6 participants obtained employment
- 1 additional participant is in the final stages of securing employment

Catholic Charities has demonstrated the capacity, experience, and organizational infrastructure necessary to continue administering the Working Hands Workforce Development Program in compliance with all applicable City and State requirements.

CONCLUSION:

Staff recommends approval of a one (1) year extension of the agreement with Catholic Charities for the continued implementation of the Working Hands Workforce Development Program under the same terms and conditions.

ATTACHMENTS:

1. Agrmnt_w_Catholic Charities_Executed
2. Working Hands PowerPoint 102025
3. Working Hands Expenditures - Council Presentation

AGREEMENT FOR REOCCURRING SERVICES

This AGREEMENT FOR REOCCURING SERVICES ("AGREEMENT") is made and entered into as of February 20, 2024 (the "Effective Date"), by and between the City of El Centro, a municipal corporation and charter city ("Grantor" or "City"), and Catholic Charities Diocese of San Diego ("Grantee").

RECITALS:

Whereas, CITY as the Grantor issued the Working Hands Workforce Development Program RFP to use Permanent Local Housing Allocation funds (PLHA) to fund services to the homes, as described in the RFP; and

Whereas, Catholic Charities Diocese of San Diego responded to the RFP and is qualified to and wishes to provide such services on the terms and conditions set out in the RFP and this Agreement.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY GRANTEE

Grantee will provide the services listed in the RFP/Scope of Services attached hereto and incorporated herein as Exhibit A. GRANTEE warrants that it is qualified to perform all such services and that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Where there is a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date for two years, until February 20, 2026. Thereafter, the City may extend the term of this for an additional two (2) year period on the same terms and conditions. This Agreement may be terminated as set out in Section IV below.

III. COMPENSATION

A. Grantee's Fee

For services rendered pursuant to this AGREEMENT, GRANTEE will be paid monthly or quarterly in accordance with the compensation provisions included within Exhibit A, provided, however, that in no event will the total

amount of money paid the GRANTEE, for services contemplated by this AGREEMENT, exceed the sum of Five Hundred Twenty Four Thousand Six Hundred Fifty Eight and Sixty Seven Cents ($524,658.67) ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. **Schedule of Payment**

Provided the GRANTEE is not in default under the terms of this AGREEMENT, upon presentation of an invoice, GRANTEE will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within forty-five calendar days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the GRANTEE at least thirty (30) days prior written notice. Upon receipt of said notice, the GRANTEE shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to GRANTEE the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the GRANTEE will submit an invoice to the CITY pursuant to Section 3.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform but there shall be no adjustment of compensation.

VI. RETENTION OF FUNDS

GRANTEE authorizes CITY to deduct from any amount payable to GRANTEE (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any

losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of GRANTEE's acts or omissions in performing or failing to perform GRANTEE's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by GRANTEE, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of GRANTEE to insure, indemnify, and protect CITY as elsewhere provided in this AGREEMENT.

VII. CITY REPRESENTATIVE

Adriana Nava, Community Services Director (or designee) is designated as the "CITY Representative", authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by CITY under this AGREEMENT, those actions will be taken by the CITY Representative, unless otherwise stated.

VIII. GRANTEE REPRESENTATIVE(S)

The following principal(s) of GRANTEE are designated as being the principal(s) and representative(s) of GRANTEE authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

Appaswamy "Vino" Pajanor, Chief Executive Officer

IX. INDEPENDENT CONTRACTOR

The GRANTEE is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its officials, employees or agents will have control over the conduct of the GRANTEE or any of the GRANTEE's employees, except as otherwise set forth in this AGREEMENT. The GRANTEE may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

X. BUSINESS LICENSE

The GRANTEE must obtain a City business license prior to the start of work under this AGREEMENT, unless GRANTEE is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

GRANTEE warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. GRANTEE'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the GRANTEE's time pertaining to the project, and records of accounts between CITY and the GRANTEE, will be kept on a generally recognized accounting basis. GRANTEE will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. GRANTEE will maintain these records for three (3) years after final payment.

XIII. INDEMNIFICATION

GRANTEE shall indemnify, defend, and hold harmless the CITY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the GRANTEE's performance of its obligations under this AGREEMENT or out of the operations conducted by GRANTEE, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from GRANTEE's performance of this AGREEMENT, the GRANTEE shall provide a defense to the CITY indemnitees or at the CITY's option, reimburse the CITY indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between GRANTEE and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, GRANTEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. GRANTEE will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

XIV. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to GRANTEE, in the event of any default or breach by the CITY or for any amount that may become due to GRANTEE.

XV. INSURANCE

Without limiting GRANTEE's indemnification of CITY, and prior to commencement of Work, GRANTEE shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

General liability insurance. GRANTEE shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. GRANTEE shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the GRANTEE arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] GRANTEE shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. GRANTEE shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

GRANTEE shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. GRANTEE shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. GRANTEE 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 GRANTEE, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by GRANTEE shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by GRANTEE or CITY will withhold amounts sufficient to pay premium from GRANTEE payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow GRANTEE or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. GRANTEE hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). GRANTEE acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform GRANTEE of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the GRANTEE maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the GRANTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. GRANTEE agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. GRANTEE agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by GRANTEE, provide the same minimum insurance

coverage and endorsements required of GRANTEE. GRANTEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. GRANTEE agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the GRANTEE ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the GRANTEE, the CITY and GRANTEE may renegotiate GRANTEE's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. GRANTEE shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from GRANTEE's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. GRANTEE shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XVI. CONFLICT OF INTEREST

No officer or employee of the CITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To CITY:
City of El Centro
1249 W. Main St.
El Centro, Ca 92243
Attention: Adriana Nava Community Services Director

To GRANTEE:
Catholic Charities Diocese of San Diego
3888 Paducah Drive
San Diego, CA 92117
Attention: Appaswamy "Vino" Pajanor
Chief Executive Officer

F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XVIII. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either CITY or GRANTEE without the prior written consent of the other.

XIX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of CITY and GRANTEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

XX. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXI. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIII. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in a court of competent jurisdiction within the county in which CITY is located.

XXIV. COMPLIANCE WITH STATUTES AND REGULATIONS

GRANTEE will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

XXV. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVI. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

XXVIII. GRANTEE'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the GRANTEE warrant that (i) the GRANTEE is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the GRANTEE; (iii) by so executing this AGREEMENT, the GRANTEE is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the GRANTEE is bound.

GRANTEE: Catholic Charities Diocese of San Diego

By: _____
(Signature)

_____
Appaswamy "Vino" Pajanor
Chief Executive Officer

City of El Centro
A Municipal Corporation and Charter City

_____
Sylvia Marroquin, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

City Attorney

By: Elizabeth Martyn
Elizabeth Martyn

Attachments:

	Exhibit A	Scope of Services and Compensation
	Exhibit B	Compensation Schedule

CITY OF EL CENTRO
WORKING HANDS WORKFORCE DEVELOPMENT PROGRAM

PROPOSAL SUBMITTAL DEADLINE
5:00 PM, JANUARY 29, 2024

Community Services Department
Economic Development Division
1249 Main Street
El Centro, CA 92243
(760) 337-4543
www.cityofelcentro.org

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WORKING HANDS WORKFORCE DEVELOPMENT PROGRAM

A. BACKGROUND

The City of El Centro ("City") has received approximately $1.4 million in Permanent Local Housing Allocation (PLHA) funds (also called the "grant"), a portion of which has been allocated to assist persons who are experiencing or are at risk of homelessness (the "chronically homeless" or "homeless"). The proposed project is the first of its kind in the City and in the Imperial Valley. The El Centro Community Services Department searched for and received the grant for the specific purposes set out here.

Pursuant to the PLHA Guidelines, eligible activities include, but are not limited to supportive services and case management services that allow chronically homeless persons to obtain and retain housing. Funding may also be used for the operation and capital costs of navigation centers.

Catholic Charities Diocese of San Diego currently operates a navigation center in El Centro, specifically at 250 W. Orange Avenue. The goal of the navigation center is to assist homeless individuals by providing supportive services with the goal of rehabilitating individuals.

Pursuant to the provisions of the grant, the funds may be awarded consistent with City procurement policies. City Municipal Code Section 2-177(a)(1) and (2) provide that the City's competitive bidding or RFP requirements do not apply to contracts for which there is only one source or for professional services. Catholic Charities is the only entity within El Centro with a navigation center that currently serves and is capable of serving the chronically homeless population within the City. Catholic Charities has expressed its interest and ability in providing a proposal to meet the terms and goals of the grant. Therefore, the City has determined to award this grant to Catholic Charities on a sole source basis upon receipt of a proposal acceptable to both parties.

B. OVERALL PURPOSE AND GOALS

Given Catholic Charties' experience and proven capacity working with homeless individuals and operating a local navigation center in El Centro, the City seeks a proposal from Catholic Charities to create a street outreach program with a workforce development component. Employment success and housing stability are interconnected, yet homeless service systems seldomly provide any type of earned income. Many people who are experiencing homelessness report that they want to work and that employment and increased income are crucial to help them permanently exit homelessness.[1]

The City seeks to partner with Catholic Charities to support economic opportunity and advancement for people experiencing homelessness. By targeting employment opportunity and providing job training and other resources in a coordinated way, the City will be in a better position to strengthen pathways to employment and housing stability. The City firmly

[1] Burt, Martha et. al. (1999) Homelessness: Programs and the People They Service, Findings of the National Survey of Homeless Assistance Providers and Clients. Washington D.C.: Urban Institute.

believes that a partnership with Catholic Charities could reduce overall resource demands on the local homeless system of care as individuals transition to self-sufficiency, thus meeting the City's goals as well as those of Catholic Charities.

Integrating workforce development with homeless services will be used as a strategy to improve access and maximize employment and income resources among those experiencing homelessness. While this program and partnership with Catholic Charities is a pilot program, the objective is to reduce the number of homeless individuals in the community by providing a customized transitional job, targeting the chronically homeless in El Centro.

C. TERM OF CONTRACT

The term of the agreement is anticipated to be two (2) years with the option to renew for up to two (2) subsequent years, contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes as set out in Section E – PERFORMANCE EXPECTATIONS below.

D. SCOPE OF WORK

Services supported by the City of El Centro funds must benefit homeless persons who are living in El Centro. Services under these contracts must be delivered within the City limits of El Centro. The City is requesting services in the following specified areas:

1. Generally, Catholic Charities will outreach local homeless individuals, provide daily employment for a window of time during the hours of 8:30 AM to 12:30 PM. Participants will work on cleanups of local public property in exchange for a daily cash wage. The program will also be provided transportation to the work site, a lunch and wrap-around services.

2. **Working Hands Workforce Development Program**- The City desires to fund the establishment of a Working Hands Program to beautify the community and eliminate blight while providing an opportunity for unhoused individuals to receive daily cash payments by providing manual labor. During the 4-hour workday, program participants will gather debris/weeds/miscellaneous trash. Catholic Charities' Program Manager will be responsible for selecting the designated area to be cleaned weekly and will coordinate with City staff regarding the designated area to be cleaned.

    a. **Number of participants**- The City anticipates that in year one, the program, at minimum will have five participants with a goal of increasing the number of participants per year.

    b. **Hours and days of work**- Work will be completed by program participants Monday through Friday between the hours of 8:30 AM to 12:30 PM except as otherwise scheduled based upon weather or similar environmental conditions or emergencies.

c. **Number of Staff**- Catholic Charities shall provide a Program Manager and two Case Workers.

d. **Vehicles**- The City will donate two vehicles for this Program to be used for transportation associated with the Working Hands Program.

e. **Other Miscellaneous Equipment**- Catholic Charities will provide participants with gloves, heavy duty trash bags, pickers, dust pans, and carts, along with appropriate work attire. If necessary, Sharps containers will also be provided by Catholic Charities.

f. **Meals**- Catholic Charities will provide program participants with breakfast and lunch.

g. **Stipend**- Catholic Charities will provide program participants with a stipend of at least minimum wage per hour for up to 20 hours a week.

3. Catholic Charities will be required to participate in the Continuum of Care (CoC) Coordinated Entry System and in a Homeless Management Information System (HMIS).

E. PEFORMANCE EXPECTATIONS

1. Working Hands Program

   a. Work Schedule – The City anticipates that workers will work at least four (4) hours per day. The number of days per week the program is to operate will be based on participation and availability of program staff. A schedule approved by the City is to be established and observed to ensure that program participants will know when the work opportunities will be available.

   b. Worker Safety – Catholic Charities must ensure the safety of program participants at all times. This includes, but is not limited to:
      i. Intoxicated and/or individuals under the influence of narcotics are not permitted.
      ii. Water must be available at all times.
      iii. Face masks and hand sanitizer must be available to all workers.
      iv. Workers will not be permitted to work on city streets without an approved traffic control plan and proper signage.
      v. Participants/workers will be required to sign appropriate waiver or releases of the City either prepared or approved by the City.
      vi. Catholic Charities will provide workers' compensation or other coverage.

c. Wages - Workers are to be paid at least the current minimum wage for every hour, or part thereof, of work performed. Workers are to be paid in cash at the end of each work session. Catholic Charities is responsible for any and all wage reporting for tax purposes.

d. Outreach – It is the desire of the City to ensure the program benefits the chronically homeless. Catholic Charities will be responsible for outreach in order to obtain program participants.

e. Program Transportation – The Program must provide transportation from designated pick up locations to the job sites and return transportation.

f. Wrap around services

   i. Assistance in obtaining State identification cards

   ii. Obtaining/retrieving Social Security information and benefits

   iii. Education on banking including assistance opening a bank account

   iv. Tax assistance

g. Proposers should be prepared to meet with City Staff and other identified stakeholders to address the issue of homelessness in the City of El Centro.

F. FUNDING

The City contemplates the provision of start-up funding in an amount to be specified by Catholic Charities in its proposal. Thereafter, the City contemplates reimbursement on a monthly or quarterly basis based upon invoices showing costs of the services provided plus a single administrative payment.

G. PERFORMANCE REVIEW

The agreement will set out quarterly reviews based on the scope of work (participants served and funds expended) and criteria set out in the proposal. Annual extensions are contingent upon at least satisfactory annual reviews.

H. ORGANIZATION OF PROPOSAL

1. **The proposal must be provided via email to Adriana Nava, Community Services Director, anava@cityofelcentro.org. by January 29, 2024.** All questions should be submitted by no later than January 22, 2024. The City will respond to all questions in writing via email or will document telephone conversations in writing. After submission of the proposal, the City and Catholic Charities will meet to finalize the provisions of the program and the City will provide a form of agreement for discussion and execution.

2. The proposal must be signed by an authorized representative of the entity committing the respondent to provide the services.

3. **Content Requirements**

   a. Executive Summary

   The respondent should provide an executive summary that explains its understanding of the City of El Centro needs and objectives and how its proposal would address them. The summary must discuss the respondent's proposed staff and their professional and technical qualifications.

   b. Professional Qualifications and Specialized Experience

   The respondent must provide the following:

   i. Organization Profile Information, including key staff members and case managers

   ii. Experience Providing Similar Services to Other Agencies/Jurisdictions

   iii. Capacity to Perform Services/Programs or Activities:
   - The respondent must describe days and hours of operations, number (estimated) of service hours provided annually, how the services/programs or activities will be monitored.

   iv. Scope of Work for proposed work with City of El Centro:
   - Detail the outreach and engagement methods for contacting homeless individuals.
   - Identify and describe proposed supportive services, including case management that will be provided to homeless individuals and housing.
   - Describe any other miscellaneous services to homeless individuals or innovative approaches related to the prevention of homelessness.

c. Cost

The cost will be commensurate with the services provided. The City of El Centro has allocated funding for these services. The respondent should provide hourly billing rates for each proposed employee as well as other proposed costs including administrative overhead that would be charged as a percentage of the hourly-billing rate, as well as itemized costs for the delivery of each program/service (Exhibit A - Sample Budget Worksheet).

d. References

Provide three (3) references (company, contact, phone number, date(s) and description of service(s) provided). References should be entities for which similar services have been provided.

e. Disclosures

A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The City of El Centro reserves the right to reject any proposal based upon the Proposer's prior history with the City of El Centro or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures. If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.

I. PREPARATION AND NEGOTIATION OF CONTRACT

After submission of a proposal, the City shall prepare and review with Catholic Charities an agreement incorporating the terms and conditions of the proposal as well as general contract terms to support and protect both parties. Catholic Charities should carefully review the agreement and, if desired, have it reviewed by legal counsel. Once agreed upon, a copy by Catholic Charities will be prepared for consideration of the City Council on the agenda for a public meeting.

J. CITY COUNCIL REVIEW AND APPROVAL

The City Council may, at its sole discretion, choose to reject or modify any or all of the terms of the agreements. No proposal shall be binding upon the City until an agreement is signed by duly authorized representatives of both Catholic Charities and the City.

K. GENERAL TERMS AND CONDITIONS

1. Good Faith

This proposal request has been compiled in good faith. The information contained within is selective and subject to City update, expansion, revision and amendment which will be provided to Catholic Charities.

2. Not an Award

Nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting an offer or award of a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

3. Right to Reject Proposals, Change Criteria or Cancel the Proposal

The City reserves the right to amend or modify this any request for proposals as necessity may dictate, to reject any and all proposals submitted in response to this RFP or to waive, at its discretion, any irregularity, which the City deems reasonably correctable or otherwise not warranting rejection. The City further reserves the right to reject all proposals and reissue a Request for Proposals. The City reserves the right to amend, revise, or change the criteria listed here or to cancel the process.

EXHIBIT "A"

SAMPLE BUDGET WORKSHEET

Working Hands Program Budget

Category	Description	Monthly Cost	Annual Cost	Notes
Staffing	Program Manager			
Staffing	Two (2) Case Workers			
Outreach	Marketing expenditures			
Equipment	Maintenance of program vans			
Fuel	Fuel for program vans			
Office Supplies				
Admin	Admin related expenses			
	Total			

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Catholic Charities Diocese of San Diego
Working Hands Workforce Development Program Proposal

Catholic Charities Diocese of San Diego (CCDSD) is enthusiastic about the opportunity to collaborate with the City of El Centro on the Working Hands Program. Our proposal aligns with the City's vision to address homelessness by integrating workforce development and housing solutions. Through our experience in homeless services, CCDSD is well-equipped to implement the pilot program, contributing to the beautification of the community and the lives of people who are unhoused.

CCDSD has 40 years of experience in running Day Center programs, and through decades of working with people who are unhoused, our team has a deep understanding of why it takes longer to assist people in a Day Center environment. CCDSD stands as a beacon of hope and support for individuals experiencing homelessness. With a dedicated commitment to making a positive impact, our agency has been at the forefront of addressing homelessness challenges.

The Homeless Services Department addresses the needs of people who are unsheltered in San Diego and Imperial County. We operate three shelters, two day centers, and seven affordable housing locations throughout both counties. This Department provides safety-focused, trauma-informed services that address substance abuse, access to behavioral health and health services, and access to employment and housing resources. It also addresses the immediate needs of people who are unsheltered, offering access to laundry and hygiene facilities, clean clothing, three healthy meals, a phone, and a mailing address. Rental Assistance is also available to people who are at risk of losing their housing in Imperial County, and both counties provide Rapid Rehousing Services.

CCDSD currently operates the Catholic Charities Day Center (CC Day Center) at 250 W. Orange Avenue in El Centro, a crucial hub for providing supportive services with the primary goal of providing wrap-around, trauma-informed services to people who are unhoused. The CC Day Center serves as a lifeline for those in need, offering essential services and support to help individuals regain stability.

With a track record of being a successful unhoused service provider, CCDSD brings a wealth of experience and proven capacity to the Working Hands Workforce Development Program. Our expertise in operating the local CC Day Center showcases our ability to navigate the complex needs of the people who are unhoused. Recognized as the sole entity within El Centro with the CC Day Center, CCDSD has been identified as the essential provider capable of serving the chronically homeless population in the City.

CCDSD's dedication to addressing the multifaceted challenges of homelessness is evident in its partnership with the City of El Cento to create a street outreach program with a workforce development component. By leveraging its experience and understanding of the local context, CCDSD aims to enhance economic opportunities and housing stability for the people we serve.

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Acknowledging the interconnectedness of employment success and housing stability, CCDSD is taking the lead in implementing this pilot program. CCDSD envisions a program that not only provides transitional jobs but also fosters self-sufficiency, reducing the overall resource demands on the local system of care. Our proactive stance, extensive experience, and unwavering commitment to serving people who are unhoused make it a pivotal partner in the Working Hands Workforce Development Program. Our impactful work continues to bring positive change to the lives of those facing homelessness in El Centro.

The Caseworker Coaches at the CC Day Center conduct intakes and provide a thorough orientation of program services, procedures, and behavioral expectations. At intake, the Caseworker Coaches collect demographic information and other pertinent information. Consistent with a Housing First approach to service delivery, the CC Day Center is a low-barrier program requiring minimal prerequisites to access services. Intake and orientation are offered daily, every day of the year. Caseworker Coach II team members are responsible for conducting a needs assessment using the Place Value instrument when appropriate and will develop a client-centered Service Plan to mitigate housing, income, and other psycho-social barriers to permanent housing. Caseworker Coaches meet with participants, depending on their level of need, to update progress toward goals and adjust Service Plans. All case management notes are entered into the HMIS and CCDSD's internal data tracking systems.

Case management is provided by highly trained and experienced in-house Caseworker Coaches who possess trauma-informed knowledge and skills to help participants navigate through systems while serving as supporters and motivators. The team makes referrals and supports participants in following through. Services include assessment of housing needs, healthcare options, social and employment programs, educational programs, and other federal and state programs for eligible participants. The case managers serve as the connectors to these services and work closely with service providers such as the Department of Social Services, Imperial County Behavioral Health Services, Imperial Valley Veterans Service Office, and other community partners.

The Program Manager, in collaboration with the team, develops Service Plans that are consistent with each participant's needs and goals. The information collected may include housing, family support, educational attainment, job readiness, etc. The Service Plan reflects the participant's strengths, resources, priorities, concerns, capabilities, interests, and informed choices. The Caseworker Coaches ensure that services are provided in accordance with each participant's Service Plan.

The Director of Homeless Services meets with the Program Manager monthly to review the current caseload and discuss emerging needs, participation records, and progress toward self-identified goals for participants. The CC Day Center provides follow-up services during the months after housing is obtained to support participants in sustaining long-term housing stability.

CCDSD offers services to low-moderate income individuals and families earning less than 80% of the area median income, unsheltered adults, foster children and parents, people living with disabilities, seniors, immigrants, and refugees. We provide services to our county's most disadvantaged and

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underserved communities, including communities in the San Diego Promise Zone and Opportunity Zone. Our programs are grouped into four general departments.

The CC Day Center is a critical bridge for people who are unsheltered to begin to stabilize and obtain information and resources with the ultimate goal of moving from the street to housing. In addition to providing safe, stable respite for men, women, and children with the greatest vulnerability and special needs, the program is also an entry point to a coordinated housing placement system for people unable to resolve their homelessness in other ways. The inclusion of prevention, outreach, and HMIS activities in the current proposal will ensure that the CC Day Center will provide comprehensive services to its target population while also maximally benefiting the Imperial Valley CoC. With daily outreach to people who are unhoused, the program will help to grow the region's housing placement database with assessed individuals and households ranked in order of vulnerability and housing placement priority. With the program's HMIS funding, CCDSD will ensure that all data from the CC Day Center and its partners are integrated meaningfully with region-wide information to help direct future responses and priorities and to strengthen the CoC's capacity to rapidly reduce the number of homeless individuals and households throughout the county.

Using a trauma-informed, housing-first approach, CC Day Center provides 3 meals daily, hygiene facilities, and multiple services: Case Management, health education, screenings, referrals, family reunification, and more offered on-site. The CC Day Center also provides referrals for behavioral health services, ESL classes, employment training, and placement assistance. The program's supportive services are focused on self-sufficiency through basic employment-readiness coaching and self-advocacy skills for finding housing and obtaining services. An array of partner agencies contributes to comprehensive service plans that assist residents in resolving obstacles, including past trauma. Together, the complete blend of support services at the CC Day Center is designed to remove barriers to self-reliance and enable individuals to obtain and succeed in employment or to secure public benefits and other income to maximize their self-reliance and housing stability.

Key partners providing supportive services to the people we serve include Behavioral Health Services, Imperial County Department of Public Health, Imperial County Department of Social Services, Center for Employment and Training, Campesinos Unidos, and Covered California Staff. The Imperial Valley Food Bank assists with the provision of food for the CC Day Center. To assist participants in accessing permanent housing, our partners include Imperial County Housing Authority and Calexico Housing Authority. The Case Worker Coaches are responsible for identifying potential Working Hands participants through direct street outreach activities and from within the Day Center participant community. Candidates will be informed of a new "Working Hands Workforce Development Program" piloted by CCDSD and the City of El Centro. People enrolled in the Working Hands program will perform street clean-up for up to 20 hours a week and be compensated minimum wage for performing this work. The street clean-up will take place Mondays- Fridays 8:30 AM-12:30 PM, except as otherwise scheduled based upon weather or similar environmental conditions or emergencies. Everyone will meet at the CC Day Center to be driven to the downtown area to clean up the streets. Breakfast will be offered before

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the team leaves on clean-up duty, and lunch will be provided for those working when they return to the Center at 1 PM. The program will provide participants with gloves, heavy-duty trash bags, pickers, dustpans, and carts.

During the 4-hour workday, the Working Hands program participants will pick up garbage, debris, and other items not intended for the public streets in downtown El Centro. There will be a designated street area that will be cleaned each day. The Case Worker Coaches will be responsible for creating the street grid for this program. The street grid will also have notes showing how many bags of garbage were picked up in each area. This data will help determine future routes and problem areas in downtown El Centro. The City of El Centro will determine where the garbage and debris that is picked up every day will be disposed of. Outreach and clean-up activities will initially focus on the downtown of El Centro and gradually expand to other areas of the City.

After lunch, Working Hands participants will have the opportunity to meet with Case Worker Coaches to establish goals, including obtaining longer-term employment and housing. Goals will be selected by participants with support from Catholic Charities team members. CCDSD Case Worker Coaches are responsible for cultivating and maintaining robust lists of available housing options. The Case Worker Coaches remain available after participants are housed to ensure successful collaboration between landlords and tenants and mediate differences with the goal of helping clients to maintain their housing. The Housing Specialist will also use funds from other CCDSD grants to help eligible participants obtain housing. Rapid Rehousing funds will be accessible to people matched to this program through Coordinated Entry.

The Case Worker Coaches will be available to help the Working Hands participants possibly find other employment opportunities matching participants with roles that suit their skills and experience. Resumes, letters of recommendation, and other job readiness preparations will help participants with job placement.

The Working Hands program will be a steppingstone to stability, employment, and housing while helping the city of El Centro clean up the busy streets. The goal of this program is for participants to work for a short period of time and move on to more secure and sustainable work as they progress. We will continuously rotate people through the program, helping individuals with this first step of being responsible and accountable.

The CC Day Center is a respite from the streets and provides basic necessities while giving participants access to vital services and resources. CCDSD envisioned the CC Day Center as an entrance point into the many other services offered in El Centro. Less than a year into its inception, the CC Day Center has created a community with people who are unhoused or vulnerable in El Centro.

Being unhoused is traumatic and is typically the result of a series of unfortunate events. When people find themselves unhoused, there are often many complex barriers that make it difficult to return to stability and obtain housing again. We provide access to basic services, including food, restrooms,

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shower and laundry facilities, hygiene supplies, and a safe respite from the streets. In this safety-focused, trauma-informed setting, we can begin to address the other barriers holding someone back from achieving stability and obtaining housing. That is where our skilled case workers can begin their work. Connecting participants with case workers gives them access to vital resources and support navigating systems that can be overwhelming and confusing for people unfamiliar with these processes. Simply obtaining an ID card seems like an insurmountable task. An example of how meeting basic needs can solve complex problems is the process of helping participants find employment. When unhoused, the participants have little to no access to clean clothes and showers. As a result, they were reluctant to apply for work and, if they did, were not perceived as presentable when they approached potential employers. When participants are at the CC Day Center, individuals have access to showers and laundry services, which allows them to seek employment while looking presentable and more confident.

Having access to nutritious food is a huge obstacle for unsheltered individuals. All food is not equal. CCDSD provides participants with meals that are healthy and nutritious, increasing their overall health. We prepare full meals that include vital food groups in our kitchens so that participants who lack access to food storage or cooking facilities are not limited to eating only what is accessible. The preparation of food in this facility ensures that the food is safe, healthy, and economically prepared. By doing this, we are protecting their health and hopefully barring them from facing any more obstacles in their path to self-sufficiency.

CCDSD is committed to the success of the Working Hands Program. We look forward to collaborating closely with the City of El Centro to address homelessness, empower individuals, and create positive, lasting change within the community.

References:

Imperial County Department of Social Services
Paula Llanas, MSW, Director
(760) 337-6884
July 1, 2020- June 30, 2024
CCDSD has had many contracts with the Imperial County Department of Social Services for our programs that work with the unhoused. They include operational support and rapid rehousing funding to support the unhoused in Imperial County.

Imperial County Behavioral Health Services (ICBHS)
Mary H. Esquer, MSW, Deputy Director
(422) 265-7886
December 2023- June 2026
CCDSD is working in partnership with ICBHS to administer the Behavioral Health Bridge Housing Program to address the immediate and sustainable housing needs of unhoused people who have serious behavioral health conditions, including serious mental illness and/or substance use disorder.

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San Diego Housing Commission
Casey Snell, Vice President of Administration, Homelessness Innovations
(619) 578-7691
June 2022- July 2025
CCDSD, in partnership with the San Diego Housing Commission, opened Rachel's Promise in June 2022. Rachel's Promise is a low-barrier 40-bed 24/7 shelter designed to meet the needs of women facing multiple complex barriers to housing. The focus is on sheltering women who are most vulnerable but are not accepted into confidential domestic violence locations.

CCDSD does not have any alleged significant prior or ongoing contact failures, any civil or criminal litigation or investigations pending that involve the Proposer, or verification of no responsive incidents.

Appaswamy "Vino" Pajanor
Chief Executive Officer

Catholic Charities Working Hands Program Start-Up One Time Costs

START UP COSTS- ONE TIME COST

Technology			
Laptop	$	1,000.00	DELL Latitude 3520 (2)
Computer	$	800.00	
Dual Monitors for Computers (2)	$	500.00	DELL Optiplex 3090 Micro Computers with supplies
Dual Monitors for Computers (2)	$	500.00	DELL 23 Monitor – P2319H for onsite offices, mobiles offices
iPhone SE	$	430.00	
Technology Total:	**$**	**3,230.00**	
TOTAL Start Up	**$**	**3,230.00**	

Catholic Charities Diocese of San Diego -Budget Year 1 Working Hands Program

Personnel			
Director of Homeless Services	$	2,060.00	.02 FTE
Program Manager	$	5,250.00	.07 FTE
Case Worker Coach II	$	41,600.00	1.0 FTE
Case Worker Coach II	$	41,600.00	1.0 FTE
Cook	$	7,904.00	.20 FTE
Total	**$**	**98,414.00**	
Fringe Benefits	**$**	**27,555.92**	
Transportation			
Insurance/Maintenance/Registration	$	6,000.00	insurance, maintenance, registration
Fuel	$	2,500.00	gas for vehicles used to transport workers and remove debris
Transportation Total	**$**	**8,500.00**	
Operating Expenses			
Meals for participants	$	71,175.00	3 meals a day (est. $13 person per day) for 15 individuals for 12 months (365days)
Supplies for clean up	$	15,000.00	gloves, shovels, pickers, cans, trash bags, etc.
Stipends for participants	$	83,200.00	A cohort of 5 participants at a time (20 hours week x $16 per hour) 15 unique people total in year one
Utilities - Day Center	$	3,000.00	Day Center utilities include water, electricity
Monthly Cell Service	$	420.00	cell phone for WH use
Branded Clothing - Participants & WH st		10,000.00	CCDSD clothing, hats, t-shirts, jacket, sweatshirt
Operating Total	**$**	**182,795.00**	
Total	**$**	**317,264.92**	
Indirect 21.80%	$	69,163.75	
TOTAL	**$**	**386,428.67**	

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WORKING HANDS PROGRAM

Benefits to the City of El Centro

Basic Infrastructure	The intent of the program is to assist people who are unhoused with gaining knowledge and skills to obtain employment and permanent housing. The Working Hands Crew assists the City of El Centro in maintiaining a clean, safe community.
Social Services	Participants in the Working Hands program are developing work readiness and interpersonal skills. They also receive case management to set goals and receive support meeting those goals.
Safety and Security	By having the working hands crew clean the designated areas and eliminate any physical barriers and safety hazard, it increases the sense of safety within the community.
Economic Opportunities	The work experience and the benefit of increasing employment skills allows the crew to support more job opportunities and thus further economic advancement.
Community Engagement	By cleaning public areas, the working hands crew helps create a welcoming, visually appealing community. Their interactions with business owners help people who are unhoused be seen as part of the community.
Sustainability and Environmental Considerations	The Working Hands Crew assists the city by maintaining the designated areas thus creating a clean healthy environment.
Psychological and Emotional Needs	The Working Hands program is a prime example of the City of El Centro creating a connection with all its city residents regardless of their socioeconomic background. This fosters a sense of connection and belonging.

Impact on WH Participants

The Working Hands Program gives the participants the opportunity to enrich the communities where they reside and positively change their lives. Benefits to Working Hands crew members include:

- **Support System:**
  Working Hands participants developed the ability to communicate and work together as a team, celebrating each other's successes and encouraging one another to move forward.

- **Identify Development:**
  With Working Hands participants developed a sense of belonging and saw themselves as part of the larger El Centro community.

- **Stress Reduction:**
  Being part of a team reduced isolation for Working Hands participants.

- **Empowerment:**
  Working Hands participants see the direct results of their work, and the positive feedback they receive contributes to their feeling that their choices can influence their future.

- **Innovation and Growth:**
  Working Hand participants developed the confidence to seek and obtain employment and eventually permanent housing.

Permanent Housing

Since the start of the program in September 2024, a total of 13 individuals have participated in the program. Two individual's voluntary dropped out for other priorities. Out of the 11 remaining participants, 8 were housed.

Individuals Housed:

- 8 Total Working Hands Crew Members
  - 5 Individuals
  - 3 Households (including partners and children)

Means of Obtaining Housing:

- Rental Assistance Programs (Rapid Rehousing) - 6
- On their Own, with No Rental Assistance (Individually) - 1
- Family Reunification (Moved with Family Elsewhere) - 1

Obtained Employment

Individuals Who Obtained Employment:

- Six of the eleven crew members who remained actively involved obtained employment
  - 4 Full-time Employment
  - 2 Part-time Employment – Participants searched for full-time employment but were only able to obtain part-time employment. Participants continue to frequent the Day Center and actively work with the staff on their resume updating, job interview preparedness, job search, employment applications.

Where Employment was Obtained:

- Full-time
  - 2 Participants are employed in construction
  - 1 Participant is employed in processing meat
  - 1 Participant is employed in shipping and receiving
- Part-time
  - 2 Participants are currently employed providing home care services

Day Center Employee Support:

2 Part-Time Employees = 1 Full Time Employee

Budget Summary

Total Expenses September 1,2024-September 30, 2025	
Salaries & Benefits	$87,374.75
Stipends to Participants	$77,164,08
Operating Expenses	$22,198.51
Total Expended to Date	$186,737.34

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Connect with CCDSD

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Thank You!

Catholic Charities Diocese of San Diego -Estimated Budget / Year 1 Expenditures - Working Hands Program

Personnel	Estimated Budget	Year 1 Expenditures
Director of Homeless Services	$ 2,060.00	$ -
Program Manager	$ 5,250.00	$ 19,395.03
Case Worker Coach II	$ 41,600.00	$ 31,181.84
Case Workier Coach II	$ 41,600.00	$ 25,175.98
Cook	$ 7,904.00	$ -
Total	**$ 98,414.00**	**$ 75,752.85**
Fringe Benefits	**$ 27,555.92**	**$ 19,902.87**
Transportation		
Insurance/Maintenance/Registration	$ 6,000.00	$ 1,738.28
Fuel	$ 2,500.00	$ -
Transportation Total	**$ 8,500.00**	**$ 1,738.28**
Operating Expenses		
Meals for participants	$ 71,175.00	$ -
Supplies for clean up	$ 15,000.00	$ -
Stipends for participants	$ 83,200.00	$ 84,523.08
Utilities - Day Center	$ 3,000.00	$ 1,007.01
Monthly Cell Sevice	$ 420.00	$ -
Branded Clothing - Participants WH	$ 10,000.00	$ -
Operating Total	**$ 182,795.00**	**$ 85,530.09**
Total	**$ 317,264.92**	**$ 182,924.09**
Indirect 21.80%	$ 69,163.75	**$ 21,431.77**
TOTAL	**$ 386,428.67**	**$ 204,355.86**

Award of Bid and authorize a contract for the Veteran's Memorial Phase 2 Project.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR VETERAN'S MEMORIAL PHASE 2 PROJECT.

FISCAL IMPACT:

The City received three bids for the Veterans Memorial Wall Phase II Project at the bid opening held on March 5, 2026. The lowest responsive and responsible bid was submitted by Three Peaks Corp. in the amount of $632,260.00. Staff recommends awarding the construction contract to Three Peaks Corp. in the amount of $632,260.00, with a construction contingency of $63,000, for a total project authorization of $695,260.00. Current available funding includes $525,000 in Park Impact Fees. Upon award of the contract, the City Council will identify and allocate the remaining funds necessary to fully fund the project.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Recreation & Lifelong Learning
Economic Opportunity
City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

Staff reviewed the bids received at the March 5, 2026 bid opening and determined that Three Peaks Corp. submitted the lowest responsive and responsible bid. The bid package, contractor license status, and bid documentation were reviewed and verified for compliance with the project specifications and City requirements.

BACKGROUND:

This project represents the second phase of improvements to the Veteran's Memorial located within Bucklin Park, including repairs and upgrades to the adjacent pond retaining wall. Bucklin Park, one of the City's oldest and most heavily used parks, was originally constructed in the 1960s. In recent years, the Community Services Department has prioritized reinvestment in the park through a series of capital improvement projects. The Veteran's Memorial Wall was originally installed in 2016 and features engraved names honoring the service of local Veterans. The initial engraving wall buildout was completed in 2022, at which time the City began discussions regarding a future expansion; however, no funding was allocated at that time. In 2025, a funding source was identified, and the City proceeded with design work for Phase II. During design development, a portion of the pond retaining wall adjacent to the Veteran's Memorial failed in June 2025. To address both needs comprehensively and efficiently, the project scope was expanded to include reconstruction of the retaining wall alongside the Veteran's Memorial Wall expansion.

DISCUSSION:

The project was advertised for bid, and a bid opening was conducted on March 5, 2026. The City received a total of three bids for the Veterans Memorial Wall Phase II Project. After review of the bids received, staff determined that Three Peaks Corp. submitted the lowest responsive and responsible bid in the amount of $632,260.00.The project scope includes improvements to the Veteran's Memorial area at Bucklin Park, including construction of the memorial wall expansion and reconstruction of the adjacent pond retaining wall. During project development, the scope was refined to address both the memorial improvements and the structural needs of the pond edge in a coordinated manner. Current available funding includes $525,000 in Park Impact Fees. In order to proceed with the construction award, additional funding in the amount necessary to cover the full contract amount and contingency will need to be identified and allocated by the City Council. Staff recommends approval of the contract award to Three Peaks Corp. in the amount of $632,260.00, along with a construction contingency of $63,000, for a total project authorization of $695,260.00.

CONCLUSION:

Staff is recommending that the City Council adopt Resolution No.26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR VETERAN’S MEMORIAL PHASE 2 PROJECT.

ATTACHMENTS:

1. Revised Resolution
2. BID REVIEW CHECKS
3. Three Peaks Bid Docs

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AWARDING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR VETERAN'S MEMORIAL PHASE 2 PROJECT

WHEREAS, the plans and specifications have been adopted by the City Council of the City of El Centro, California (the "City Council") and the notice inviting bids has been advertised as required by section 2-185.15 of the City of El Centro ("City") Municipal Code for the Veteran's Memorial Phase 2 Project ("Project"); and

WHEREAS, three (3) bids were received and opened on March 5, 2026, in accordance with applicable laws; and

WHEREAS, three (3) bids were submitted, and Three Peaks Corp., a California corporation, submitted the lowest responsive and responsible bid in the total amount of six hundred thirty-two thousand, two hundred sixty dollars and zero cents ($632,260.00); and

WHEREAS, the City desires to award a contract with Three Peaks Corp., and the award and approval of the contract for the Project will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing is true, correct and incorporated fully herein as findings.

2. The City Council hereby finds the bid of Three Peaks Corp. for the Project to be the lowest responsive and responsible bid.

3. The City Manager is hereby authorized to execute a contract for the Project in the total amount of six hundred thirty-two thousand, two hundred sixty dollars and zero cents ($632,260.00), a copy of which is on file in the Office of the City Clerk, on behalf of the City.

4. The City Council hereby establishes a construction contingency fund of sixty-three thousand dollars and zero cents ($63,000.00) for the Project.

5. The City Manager is further authorized to approve and execute any change orders for the Project up to a total amount of sixty-three thousand dollars and zero cents ($63,000.00), whether individually or collectively, as needed for unanticipated construction contingencies and is required to report all change orders to the City Council as soon as practicable.

6. The City Council shall approve any change order that either individually exceeds the single change order amount or in combination with other approved change orders

exceed the amount established as the construction contingency fund for the Project as set forth herein.

7. The contract for the Project shall be reviewed and approved as to form by the City Attorney prior to execution and placed on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026.

CITY OF EL CENTRO

By _____
Michael Crankshaw, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of ,2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By_____
Norma Wyles, City Clerk

EMBELLECE TOWN SQUARE EL CENTRO BEAUTIFICATION PROJECT

For purposes of this document, five bids were received on October 09, 2025 and the lowest three bids are being reviewed fully compared.

BID AMOUNTS

ITEM	CONTRACTOR #01 Three Peaks Corp.	CONTRACTOR #01 Wakeco, Inc.	CONTRACTOR #01 Charter Concrete, Inc.
Base bid amount (Basis of award)	$632,260.00	$1,239,659.81	$651,982.00
REQUIRED DOCUMENTATION			
Proposal/Bid Form	Included/ complete	Included/ complete	Included/ complete
Bid Bond	Included/ complete	Included/ complete	Included/ complete
Proposal Agreement	Included/ complete	Included/ complete	Included/ complete
Workers' Compensation Certificate	Included/ complete	Included/ complete	Included/ complete
Drug/Alcohol Testing Requirements	Included/ complete	Included/ complete	Included/ complete
Subcontractor's Listing	Included/ complete	Included/ complete	Included/ complete
Non-collusion Declaration for corporation	Included/ complete	Included/ complete	Included/ complete
Corporate Certification or Partnership Information	Included/ complete	Included/ complete	Included/ complete
Contractor's Certification of Qualification for License Classification	Included/ complete	Included/ complete	Included/ complete

STATE CONTRACTOR LICENSE / EPLS CHECKS &
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION CHECKS

PRIME CONTRACTOR	SCL#	DIR CHECK		VALID / INVALID
		DIR#	REG/EXP DATE	
Three Peaks Corp.	941528	1000008140	REG: 2025-07-01 EXP: 2028-06-30	Valid/clear
SUBCONTRACTORS				
NO SUB CONTRACTORS	NA	NA	NA	NA

PRIME CONTRACTOR	SCL#	DIR CHECK		VALID / INVALID
		DIR#	REG/EXP DATE	
Charter Concrete, Inc.	935870	2000002391	REG:2024-07-23 EXP:2027-06-30	Valid/clear
SUBCONTRACTORS				
Sun Landscape, Inc.	571256	1000008698	REG:2024-07-23 EXP:2026-06-30	Valid/clear
Red One Electric, Inc.	907481	1000771775	REG:2025-07-01 EXP:2028-06-30	Valid/clear
Brundage Bone Concrete Pumping, Inc.	822272	1000009808	REG:2023-07-01 EXP:2026-06-30	Valid/clear
ACE Valla, Inc.	1081672	1000038075	REG:2023-07-01 EXP:2026-06-30	Valid/clear

PRIME CONTRACTOR	SCL#	DIR CHECK		VALID / INVALID
		DIR#	REG/EXP DATE	
Wakeco, Inc.	1086958	1000865957	REG: 2025-07-01 EXP: 2027-06-30	Valid/clear
SUBCONTRACTORS				
Fec Electric Inc.	743507	1000004480	REG: 2025-07-01 EXP: 2028-06-30	Valid/clear
All league fence	986316	1000018901	REG: 2024-08-08 EXP: 2027-06-30	Valid/clear
Jhonston Tractor	unreadable	unreadable		not valid
K&G concrete inc	1107284	1001125892	REG: 2025-07-01 EXP: 2027-06-30	Valid/clear

PROPOSAL BID FORM

TO THE CITY OF EL CENTRO:

The undersigned hereby declares that he/she has carefully examined the location of the proposed work that he/she has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and labor and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

ITEM NO.	APPROXIMATE QUANTITY	UNIT	ITEM W/ UNIT PRICE (WRITTEN IN WORDS)	PRICE (NUMBERS ONLY)	TOTAL (NUMBERS ONLY)
1.	1	LS	Mobilization, Bonds, General Liability Insurance, Workman's Compensation Insurance, Vehicle Insurance, Taxes, Permits, and Miscellaneous Fees	31,000	31,000
2.	1	LS	Remove and Dispose Existing Chain Link Fence including Posts and Footings (Approximately 490 ft)	4,500	4,500
3.	1	LS	Remove and Dispose Existing Concrete Masonry Reinforced Retaining Wall and Concrete Footing (Approximately 490 ft)	44,000	44,000
4.	1	LS	Remove and Dispose Existing Concrete Curb at Existing Paver Area (Approximately 14 ft).	250	250
5.	1	LS	Remove and Relocate Existing Concrete Bench and Trash Receptacle.	1,500	1,500
6.	2	EA	Remove Existing Tree	750	1,500
7.	120	CY	Remove and Dispose Existing Material for New Concrete Paver Walkway and for New Grading around New Wall, Including Landscaping Grass and Underneath Material.	90 ⁰⁰	10,800

8.	1	LS	Remove and Dispose Existing Reinforced Concrete Slabs Used for Concrete Benches and Trash Receptacles at Existing Memorial	3,500	3,500
9.	170	SY	Retaining Wall Subgrade Preparation. 12 inch Subgrade Scarification and Compaction per Detail 1 on Sheet 4.	178.00	30,260
10.	490	LF	Install Retaining Wall Concrete Footing with Reinforcing Bars. Include 12" Class II Base and Water Stops	280.00	137,200
11.	385	LF	Furnish and Install 3-ft Height Retaining Wall (12 Degree Setback) Allan Block AB Stone 12"d x 8"h x 18"w Borrego Color or Approved Equal, Per Detail 1 on Sheet 4.	195.00	75,075
12.	105	LF	Furnish and Install 3'-8" Height Retaining Wall (12 Degree Setback) Allan Block AB Stone 12"d x 8"h x 18"w Borrego Color or Approved Equal, Per Detail 2 on Sheet 4.	225.00	23,625
13.	490	FT	Furnish and Install 3 ft Height Chain Link Fence Including Posts and Footings	110.00	53,900
14.	5	EA	Install Concrete Slab per Details 4 and 6 on Sheet 4. Include Rebars and Class II Base.	1,900	9,500
15.	3	EA	Furnish and Install 36 Gal. 36" Height Trash Receptacles	2,000	6,000
16.	3	EA	Furnish and Install 7-ft Concrete Park Bench	4,000	12,000

17.	8	EA	Furnish and Install LED Lighted Bollard. Include Electrical Conduits and Wiring.	4,000	32,000
18.	2	EA	Furnish and Install Flood Light with Single LED Area Light. Include Electrical Conduits and Wiring. Include Concrete Slab per Detail 7 on Sheet 4.	3,500	7,000
19.	400	LF	Install 6 Inch Concrete Curb Per Detail 3 on Sheet 4.	65.00	26,000
20.	250	SY	Subgrade Preparation for Concrete Pavers. Include 8 inch Subgrade Scarification and Compaction per Detail 3 on Sheet 4.	30.00	7,500
21.	2,200	SY	Furnish and Install Rectangle Concrete Pavers per Detail 3 on Sheet 4. Include Sand Layer Leveling Course and Class II Base.	26.00	57,200
22.	7	EA	Furnish and Install 15 Gal. Tree	250	1,750
23.	1	LS	Grade Area to New Elevations Around New Concrete Block Wall. Replant New Grass. Remove Conflicting Irrigation Lines at New Concrete Paver Area and Reinstall New Irrigation Lines for new Tress and Grass Area.	34,000	34,000

Veteran's Memorial Phase 2 Project
In the City of El Centro

ADDENDUM NO. 01

Date: Tuesday, February 10, 2026
To: Prospective Bidders/Plan Holders
From: Omar Negrete, Community Services Inspector
1249 Main Street El Centro, CA 92243
Telephone: (760) 352-9473 Fax: (760) 352-4867
Email: onegrete@cityofelcentro.org

This addendum forms a part of the contract documents and modifies the original bidding documents. Addenda shall be noted as received and acknowledged on Bid Proposal Form when submitted as outlined in the Bid Package referenced above.

Failure to properly acknowledge all Addenda on Bid Form may be cause for rejection of bid.

The Base Bid Schedule is hereby revised to include the following new line items. Bidders shall include pricing for the items listed below. Failure to provide pricing for these items may result in the bid being deemed non-responsive. All other provisions of the Contract Documents remain unchanged.

I. MODIFICATIONS TO BASE BID SCHEDULE

SCHEDULE A

Item	Description	Unit	Amount	Unit Price	Total Price
24	Removal and reinstallation of existing electrical pull box serving pond fountain system, including disconnection, temporary protection, reconnection, and full restoration of service. Complete in place.	LS	1	1,900	1,900
25	Provide, install, maintain, relocate as necessary, and remove temporary construction fencing to secure and restrict public access to the work area during construction. Fence shall fully enclose active construction zones as directed. Include all posts, panels, gates, anchorage, maintenance, and removal upon completion. Complete in place.	LS	1	9,000	9,000
26	Provide all labor, materials, equipment, and incidentals necessary to connect new lighting improvements to the existing service panel, including conduit runs, conductors, breakers (if required), terminations, testing, and complete operational system.	LS	1	10,000	10,000
27	Provide and install new underground electrical concrete pull boxes at locations shown on the plans. Pull boxes shall be sized as required for conductor pulls and shall be suitable for pedestrian traffic areas.	EA	2	650	1,300

	Work shall include excavation, placement, leveling, backfill, compaction, grounding/bonding as required, concrete collar or support, if necessary, installation of cover labeled "ELECTRICAL," and all incidental materials and labor required for a complete installation in accordance with NEC and project plans.				

II. CLARIFICATIONS TO CONTRACT DOCUMENTS

A. Electrical Work Clarification

Contractor shall connect all new lighting improvements to the existing service panel as shown in the revised electrical layout. Contractor shall verify available panel capacity, breaker space, and compatibility prior to installation. Any required breakers, terminations, and incidental work necessary for a complete and operational system shall be included in the Base Bid. Contractor shall notify the City immediately if insufficient capacity is identified prior to proceeding with installation.

B. Flood Light Protection Clarification

Item 18 shall include the custom heavy steel wire mesh protective cage as shown in Detail 7 of the plans, including fabrication, anchorage, coating, and all incidental work required for complete installation.

C. Decomposed Granite (DG) Restoration Clarification

Removal and reinstallation of decomposed granite (DG) disturbed during construction shall be included in the Contractor's Base Bid. Replacement DG shall match existing color and finish.

D. Palm Tree Relocation

The existing palm tree identified on the Demolition Plan shall be removed and disposed. All labor, equipment, transport within the park, shall be included in the Base Bid.

E. Benches Near Retaining Wall

Removal of existing benches and adjacent concrete near the retaining wall area is included in the scope of work as shown on the plans and shall be included in the Base Bid. No separate line item will be provided for this work.

F. Electrical Plan Supplement

The attached Electrical Layout Sketch (Exhibit B) is hereby incorporated into the Contract Documents.

G. General Electrical Note

All electrical work shall comply with the current California Electrical Code (CEC) and NEC requirements. Contractor shall verify field conditions and comply with DigAlert (811) prior to excavation.

VETERAN'S MEMORIAL PARK PHASE 2 PROJECT / El Centro, CA

For the total sum of:

Six Hundred Thirty Two Thousand Two Hundred Sixty Dollars

($ 632,260), hereinafter called Base Bid Price ($632,260.00)

Note: The Bidder shall include in the Bid Price all labor, materials, equipment, and work necessary to complete the project in accordance with the plans, specifications, and contract documents, whether or not specifically itemized in the Bid Schedule.

AWARD BASIS: The contract will be awarded based on the lowest responsive and responsible Base Bid Price as shown on Proposal Bid Form.

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:

None_____; No. 1 TPC; No. 2 TPC; No. 3_____; No. 4 _____; No. 5_____

2.00 – The undersign hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

3.00 – The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm: Three Peaks Corp.

Address of firm: P.O Box 101 Calimesa, CA 92320

Telephone Number: (909) 795-1690 Fax Number: (NA)

Contractor's License Number: 941528 Type: A, B, C-10, C-33

Signed: _____ Date: 2/24/26

END OF PROPOSAL/BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Three Peaks Corp., hereinafter called Principal, and The Ohio Casualty Insurance Company, hereinafter called Surety, are jointly and severally held and firmly bound unto the City of El Centro, hereinafter called Owner, in the penal sum of Ten Percent of Amount Bid dollars ($ 10%) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is herewith submitting a bid for the work entitled "Veteran's Memorial Park Phase 2 Project."

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the bid enters into, executes and delivers to owner an agreement in the form provided herewith, and if Principal within the time specified in the bid gives to the owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to owner said agreement in the time stated in the bid or should fail or refuse to furnish performance bond and payment bond in the time stated in the bid, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND, IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind of nature whatsoever that will not discharge, Principal shall operate as a release of liability of Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this 24th day of February, 2026.

Three Peaks Corp.

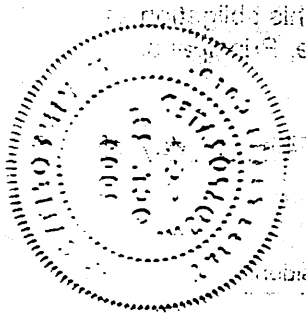
BY: _____ Erik Simmons, President

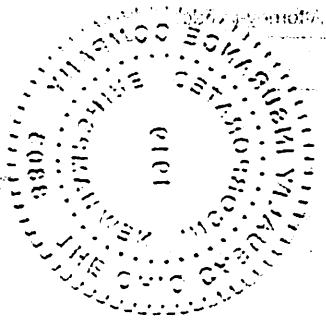
The Ohio Casualty Insurance Company

BY: _____ Lawrence F. McMahon, Attorney-in-Fact

Insurance companies A.M. Best Company identifying number: 2378

END OF BID BOND





CALIFORNIA ALL-PURPOSE 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 San Diego)

On FEB 2 4 2026 before me, N. Kirk-Smith, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lawrence F. McMahon
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.

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.

N. KIRK-SMITH
Notary Public - California
San Diego County
Commission # 2417893
My Comm. Expires Sep 23, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Surety Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213991 - 024019**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk- Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

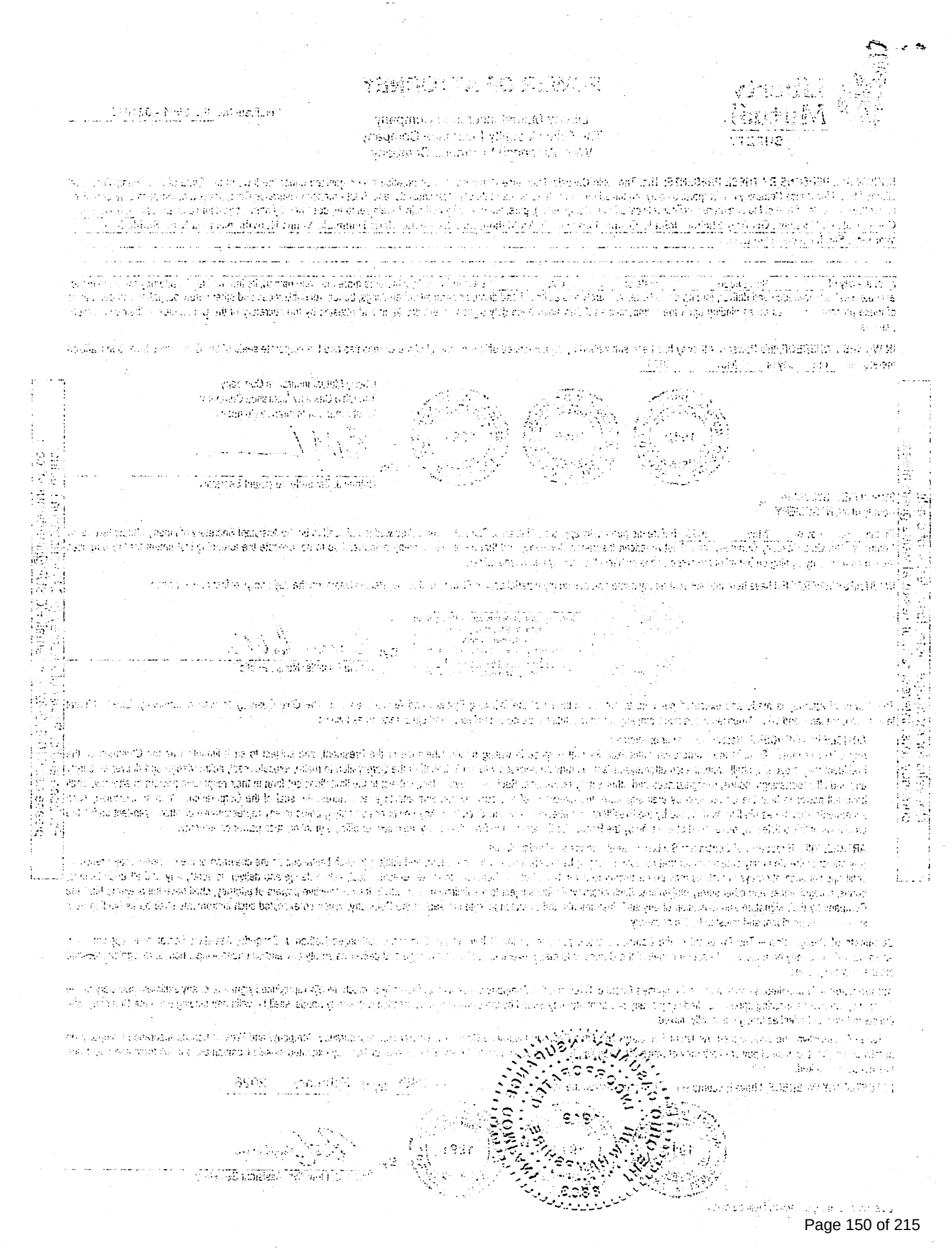
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24



PROPOSAL AGREEMENT

The undersigned agrees that this bid may not be withdrawn within a period of ninety (90) days from the opening thereof, and further agrees that in case of default in executing the required contract with necessary bonds with the ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of El Centro, California.

The certified or cashier's check, cash deposit or bid bond accompanying this proposal is in the amount of ten percent (10%) or more of the aggregate amount of this bid.

The undersigned is licensed in accordance with the Laws of the State of California.

License Number: 941528 Class: A, B, C-10, C-33

Registration Number: 1000008140

Three Peaks Corp.
Company

P O Box 101 Calimesa, CA 92320
Business Address

(909) 795-1690
Telephone Number

N/A
Fax Number

Signature Bidder

2/24/26
Date

END OF PROPOSAL

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by Labor Code §§1860 and 1861:

I am aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

2/24/26
Date

Three Peaks Corp
Contractor's Name

Contractor's Signature

Erik Simmons President
Title

ATTEST:

By
Signature

Witness
Title

END OF WORKERS' COMPENSATION INSURANCE CERTIFICATE

DRUG/ALCOHOL TESTING REQUIREMENTS

The Contractor shall execute the following form as required by the Federal Drug and Alcohol, section 49 CFR Part 382.

I agree to comply with the provisions of Federal Omnibus Transportation Employee Testing Act of 1991, and that I will administer a program of alcohol and drug testing of all commercial vehicle operators, as required by Federal Regulations.

Contractor certifies compliance with the City of El Centro's Drug and Alcohol Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. section 701 *et seq.*) In addition, Contractor agrees to submit a copy of its own drug free workplace policy.

Dated 2/24/26

Three Peaks Corp
Contractor's Name

Contractor's Signature

Erik Simmons President
Title

END OF DRUG/ALCOHOL TESTING REQUIREMENTS

NON-COLLUSION DECLARATION FOR CORPORATION

The undersigned declares:
I am the President of Three Peaks Corp., the party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/24/26 [date], at Calimesa [city], CA [state]."

END OF NONCOLLUSION DECLARATION FOR CORPORATION

By: [signature], PRES.

36

SUBCONTRACTORS LISTING

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.005%) of the prime contractor's total bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The prime contractor shall list only one subcontractor for each portion of the WORK. **If the Bidder does NOT intend to use ANY subcontractors, then state "NONE" in the first block.**

The Bidder's attention is directed to the provisions of the section entitled "Subcontract Limitations" of the Supplementary General Conditions, which stipulates the percent of the WORK to be performed with the Bidders' own forces. **Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.**

PORTION OF WORK	NAME/State Contractor License No/DIR Registration No	PLACE OF BUSINESS ADDRESS/TELEPHONE No.
	None	

* ☐ No subcontractor will be used for this project.

*Indicate ☒ if no subcontractor will be used.

END OF SUBCONTRACTORS LISTING

CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

Name of Corporation or Partnership THREE PEAKS CORP.

State of Incorporation CA

List names and addresses of each partner, or titles, names and business addresses of President, Secretary and Treasurer.

ERIK SIMMONS, PO BOX 101, CALIMESA CA 92320

Date 2/27/26 Contractor THREE PEAKS CORP.

Signature [signature] Title PRES.

ATTEST:

[signature]

Signature by

WITNESS

Title

END OF CORPORATE CERTIFICATION

Veteran's Memorial Phase 2 Project
In the City of El Centro

ADDENDUM NO. 01

Date: Tuesday, February 10, 2026
To: Prospective Bidders/Plan Holders
From: Omar Negrete, Community Services Inspector
1249 Main Street El Centro, CA 92243
Telephone: (760) 352-9473 Fax: (760) 352-4867
Email: onegrete@cityofelcentro.org

This addendum forms a part of the contract documents and modifies the original bidding documents. Addenda shall be noted as received and acknowledged on Bid Proposal Form when submitted as outlined in the Bid Package referenced above.

Failure to properly acknowledge all Addenda on Bid Form may be cause for rejection of bid.

The Base Bid Schedule is hereby revised to include the following new line items. Bidders shall include pricing for the items listed below. Failure to provide pricing for these items may result in the bid being deemed non-responsive. All other provisions of the Contract Documents remain unchanged.

I. MODIFICATIONS TO BASE BID SCHEDULE

SCHEDULE A

Item	Description	Unit	Amount	Unit Price	Total Price
24	Removal and reinstallation of existing electrical pull box serving pond fountain system, including disconnection, temporary protection, reconnection, and full restoration of service. Complete in place.	LS	1		
25	Provide, install, maintain, relocate as necessary, and remove temporary construction fencing to secure and restrict public access to the work area during construction. Fence shall fully enclose active construction zones as directed. Include all posts, panels, gates, anchorage, maintenance, and removal upon completion. Complete in place.	LS	1		
26	Provide all labor, materials, equipment, and incidentals necessary to connect new lighting improvements to the existing service panel, including conduit runs, conductors, breakers (if required), terminations, testing, and complete operational system.	LS	1		
27	Provide and install new underground electrical concrete pull boxes at locations shown on the plans. Pull boxes shall be sized as required for conductor pulls and shall be suitable for pedestrian traffic areas.	EA	2		

	Work shall include excavation, placement, leveling, backfill, compaction, grounding/bonding as required, concrete collar or support, if necessary, installation of cover labeled "ELECTRICAL," and all incidental materials and labor required for a complete installation in accordance with NEC and project plans.				

II. CLARIFICATIONS TO CONTRACT DOCUMENTS

A. Electrical Work Clarification
Contractor shall connect all new lighting improvements to the existing service panel as shown in the revised electrical layout. Contractor shall verify available panel capacity, breaker space, and compatibility prior to installation. Any required breakers, terminations, and incidental work necessary for a complete and operational system shall be included in the Base Bid. Contractor shall notify the City immediately if insufficient capacity is identified prior to proceeding with installation.

B. Flood Light Protection Clarification
Item 18 shall include the custom heavy steel wire mesh protective cage as shown in Detail 7 of the plans, including fabrication, anchorage, coating, and all incidental work required for complete installation.

C. Decomposed Granite (DG) Restoration Clarification
Removal and reinstallation of decomposed granite (DG) disturbed during construction shall be included in the Contractor's Base Bid. Replacement DG shall match existing color and finish.

D. Palm Tree Relocation
The existing palm tree identified on the Demolition Plan shall be removed and disposed. All labor, equipment, transport within the park, shall be included in the Base Bid.

E. Benches Near Retaining Wall
Removal of existing benches and adjacent concrete near the retaining wall area is included in the scope of work as shown on the plans and shall be included in the Base Bid. No separate line item will be provided for this work.

F. Electrical Plan Supplement
The attached Electrical Layout Sketch (Exhibit B) is hereby incorporated into the Contract Documents.

G. General Electrical Note
All electrical work shall comply with the current California Electrical Code (CEC) and NEC requirements. Contractor shall verify field conditions and comply with DigAlert (811) prior to excavation.

III. SUPPLEMENTAL DOCUMENTS

The following documents are attached as part of this Addendum:
- Exhibit A – Temporary Construction Fence Location Map
- Exhibit B – Electrical Layout Sketch
- Existing Irrigation Plan (Reference Only)

EXHIBIT A – Temporary Construction Fence Location

The Temporary Construction Fence (Bid Item 25) shall generally be installed in the area shown on **Exhibit A** attached hereto. The fence shall fully enclose the active construction area as indicated on the exhibit and as directed in the field by the City's Representative.

The Contractor is responsible for verifying field conditions and adjusting fence layout as necessary to ensure public safety and secure the work zone.

Fence limits shown are approximate. Contractor shall provide sufficient fencing to fully secure the construction area.

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2/24/26, 4:02 PM

PDF.js viewer

EXHIBIT B

CONSTRUCTION NOTES:

(7) FURNISH AND INSTALL LED LIGHTED BOLLARD SEA SIDE IMPACT MODEL SSF 88 SL OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWING FOR CITY REVIEW AND APPROVAL.

(6) FURNISH AND INSTALL FLOOD LIGHT WITH SINGLE LED AREA LIGHT. CONTRACTOR TO SUBMIT SHOP DRAWING FOR CITY REVIEW AND APPROVAL. FLOOD LIGHTS TO FACE EXISTING MEMORIAL WALL. SEE DETAIL 7 ON SHEET 4.

(5) PROVIDE AND INSTALL #10 AWG COPPER, STRANDED, THWN-2 CONDUCTORS WITH #12 AWG COPPER, STRANDED, THWN-2 EQUIPMENT GROUNDING CONDUCTOR IN NEW SCHEDULE 40 PVC ELECTRICAL CONDUIT INSTALLED UNDERGROUND FROM EXISTING SERVICE PANEL TO THE LAST PULL BOX AS SHOWN.
INSTALLATION SHALL INCLUDE TRENCHING/EXCAVATION, CONDUIT, FITTINGS, SWEEPS, BEDDING, BACKFILL, COMPACTION, WARNING TAPE, TERMINATIONS, TESTING, AND ALL INCIDENTAL WORK REQUIRED FOR A COMPLETE AND OPERATIONAL INSTALLATION.

(4) PROVIDE AND INSTALL #12 AWG COPPER, STRANDED, THWN-2 CONDUCTORS WITH #12 AWG COPPER, STRANDED, THWN-2 EQUIPMENT GROUNDING CONDUCTOR IN NEW SCHEDULE 40 PVC ELECTRICAL CONDUIT INSTALLED UNDERGROUND FROM THE LAST PULL BOX TO THE BOLLARDS AS SHOWN. INSTALLATION SHALL INCLUDE TRENCHING/EXCAVATION, CONDUIT, FITTINGS, SWEEPS, BEDDING, BACKFILL, COMPACTION, WARNING TAPE, TERMINATIONS, TESTING, AND ALL INCIDENTAL WORK REQUIRED FOR A COMPLETE AND OPERATIONAL INSTALLATION.

(3) PROVIDE AND INSTALL ELECTRICAL CONCRETE PULL BOXES AT LOCATIONS SHOWN. PULL BOXES SHALL BE SIZED AS REQUIRED FOR CONDUCTOR PULLS AND SHALL INCLUDE COVER, PROPER SUPPORT, AND INSTALLATION COMPLETE IN PLACE PER MFG.

(2) REMOVE AND REINSTALL EXISTING ELECTRICAL PULL BOX SERVING POND FOUNTAIN SYSTEM, INCLUDING DISCONNECTION, TEMPORARY PROTECTION, RECONNECTION, AND FULL RESTORATION OF SERVICE. COMPLETE IN PLACE.

(1) EXISTING UNDERGROUND ELECTRICAL CONDUIT CONNECTING DIRECTLY TO THE EXISTING LOAD CENTER/PANEL. CONTRACTOR SHALL FIELD VERIFY CONDUIT SIZE, CONDITION, ROUTING, AND CAPACITY PRIOR TO CONNECTION OF NEW ELECTRICAL WORK. PROTECT IN PLACE UNLESS OTHERWISE NOTED. ANY REQUIRED MODIFICATIONS SHALL BE COORDINATED WITH THE CITY PRIOR TO EXECUTION.

(0) EXISTING UNDERGROUND ELECTRICAL CONCRETE PULL BOX. CONTRACTOR SHALL VERIFY CONDITION AND SUITABILITY FOR REUSE. PROTECT IN PLACE AND UTILIZE FOR NEW ELECTRICAL CONNECTIONS AS SHOWN. REPLACE IF DAMAGED OR DEEMED UNSUITABLE, AT CONTRACTOR'S EXPENSE.

UNAUTHORIZED CHANGES AND USES:
Design Engineer will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO EXCAVATE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

NO.	BY:	REVISION COMMENTS

APPROVED FOR CONSTRUCTION:
ABRAHAM CAMPOS, P.E. No. 75281 — DATE
CITY ENGINEER

SEAL: ABRAHAM CAMPOS, No. 75281, Exp. 9-30-26, Civil, STATE OF CALIFORNIA, REGISTERED PROFESSIONAL ENGINEER

ENGINEER OF WORK:
CARLOS BELTRAN, P.E. No. 69121 — DATE

DRAWN BY: O.N.
CHECK BY:
DATE: 02/17/2026
PROJECT:
FILE NAME:
LAST REVISED:

PROJECT DESCRIPTION:
BUCKLIN PARK IMPROVEMENTS IN THE CITY OF EL CENTRO

SHEET TITLE:
ELECTRICAL PLAN

SHEET:

END OF ADDENDUM NO. 01

Veteran's Memorial Phase 2 Project
In the City of El Centro

ADDENDUM NO. 02

Date: Monday, February 23, 2026
To: Prospective Bidders/Plan Holders
From: Omar Negrete, Community Services Inspector
1249 Main Street El Centro, CA 92243
Telephone: (760) 352-9473 Fax: (760) 352-4867
Email: onegrete@cityofelcentro.org

This addendum forms a part of the contract documents and modifies the original bidding documents. Addenda shall be noted as received and acknowledged on Bid Proposal Form when submitted as outlined in the Bid Package referenced above.

Failure to properly acknowledge all Addenda on Bid Form may be cause for rejection of bid.

The following revision and clarification are issued as part of the City's formal response to a question submitted by **Charter Concrete Inc.** through PlanetBids. This response forms part of the Contract Documents.

1. **Question:**
   "Please confirm that pond / lake will be emptied and sludge, and or bird feces will all be removed prior to starting work."

Response:
The existing pond/lake within the project area will be drained and cleaned by the City prior to the commencement of construction activities in the adjacent work areas.

Contractor shall coordinate with the City regarding the schedule of draining operations and shall verify site conditions prior to mobilization.

2. **Question:**
   "Please confirm all SY line item quantities; Line item (21) – 8"x4"x2" pavers come out to be 2084 sq. ft. Line items on bid documents show SY (square yards)."

Response / Revision:
Bid Item 21 is hereby revised as follows:

Original Unit of Measure:
2,200 SY – Furnish and Install Rectangle Concrete Pavers per Detail 3 on Sheet 4. Include Sand Layer Leveling Course and Class II Base.

Revised Unit of Measure:
2,200 SF – Furnish and Install Rectangle Concrete Pavers per Detail 3 on Sheet 4. Include Sand Layer Leveling Course and Class II Base.

All bidders shall base their bid on the revised unit of measure (Square Feet). The quantity remains 2,200 square feet.

END OF ADDENDUM NO. 02

BY: Gilgin, PRES.

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

THREE PEAKS CORP.

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

Michelle Buffington

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

Off-road Diesel Fleet Identification

12560

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

1000008140 - THREE PEAKS CORP.

Customer Account Lookup

PWCR

1000008140

Contractor Status

DIR Approved

CSLB

Business Phone

9095222219

Ext

Registration Start Date

2025-07-01

Legal Entity Name

THREE PEAKS CORP.

Doing Business As (DBA)

THREE PEAKS CORP

Business Structure

-- None --

President

ERIK SIMMONS

Email

erik@threepeakscorp.com

Registration End Date

2028-06-30

Crafts

Driver (On/Off Hauling)

Laborer (Construction-Fence Erector-Housemover) (Engineering Construction) Painter

Operating Engineer Electrician Laborer and Related Classifications (Building Construction)

Cement Mason LABORER Operating Engineer (Heavy and Highway Work)

Address

Mailing Address

10043 Beaumont Ave.

Mailing Address - City

Cherry Valley

Mailing Address - State

CA

Mailing Address - Zip

92223

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

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Discussion and related action regarding the review and selection of mural concepts for Downtown El Centro.

CITY MANAGER'S RECOMMENDATION:
That the City Council review the proposed mural designs for the Embellece (Beautify) El Centro Downtown Beautification Project, approve the selected mural concepts, and authorize staff to take all actions necessary to move forward with fabrication and installation.

FISCAL IMPACT:
The city was awarded $4,477,000 through a Clean California grant. A total of $45,000 was allocated to paint three (3) murals within the downtown area.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
The mural will be completed by Kimberly Alfaro, a local muralist with extensive experience painting murals throughout the Imperial Valley.

BACKGROUND:
Placemaking plays a vital role in strengthening downtown by creating attractive, engaging, and memorable public spaces that reflect the character of the community. Murals are an effective placemaking tool because they beautify the built environment, promote community pride, and contribute to a vibrant downtown experience. By improving the visual quality and appeal of the area, murals can enhance residents' quality of life while also supporting economic development through increased visitation, pedestrian activity, and interest in downtown businesses and destinations.

DISCUSSION:
Over the last several months, the Downtown Ad Hoc Committee, comprised of Mayor Pro Tem Claudia Camarena and Council Member Carter, along with various City Staff, has been working with a local artist to develop mural concepts for the downtown area. The goal of the murals is to create a unique sense of place that reflects the identity and character of Downtown El Centro. After several design iterations, staff is presenting the attached mural concepts for City Council's consideration.

The proposed mural locations and descriptions are as follows:

1. Allied Insurance (132 S. 5th Street)- A colorful hummingbird in the shape of a heart.
2. Peraza Plaza (665 W. Main Street)- A typographic mural reading "El Centro" on a

light background, with letters accented by drop shadows or bold outlines for contrast.The individual letters are filled with colorful abstract shapes.

3. Spectrum Building (770 Main Street)- A mural depicting a couple holding hands walking against a minimalist background that is reminiscent of downtown El Centro.

The property owners have authorized the installation of the murals on their properties. Staff has also informed the property owners that, should the murals be defaced, the City will continue to maintain them.

CONCLUSION:

The proposed murals are consistent with the City's broader efforts to promote placemaking, beautification and economic vitality within the downtown corridor. The installation of public art con strengthen Downtown El Centro's identity, enhance the experience of residents and visitors, and support ongoing revitalization efforts. City Council's consideration of and direction on the proposed mural concepts will provide staff with the guidance necessary to move forward with implementation.

ATTACHMENTS:

1. El Centro Mural Proposal

City of El Centro

Main Street Mural Proposal

City of El Centro

Main Street Murals - Proposal

Allied Insurance (132 S. 5th St)H: 10-15’
L: 15’ segments or 65’ total length

The building has facades that create little boxes that could break up the wall into smaller murals.

Old Spectrum (770 Main St)H: 15’ & L: 50’
This would be located at the entrance to Main St and is visible off of 8th street. For reference, the wall is located behind the car wash/detailing business on the corner.

Pereza Plaza

Allied Insurance

Hummingbird-shaped heart shape incorporating flowers that can be used as a photo background. To be placed on the wall panel closest to the sidewalk on 5th Street (first "square")

Colorful Hummingbird

Pereza Plaza

Building Large-format typographic mural reading "El Centro." Light background with letters featuring drop shadows or bold outlines for contrast. Individual letters filled with colorful abstract shapes similar to the “Sacramento”.

Old Spectrum (770 Main St) - H: 15’

Art deco-inspired design. Color selection must account for direct sun exposure. Proposed mural depicts a couple holding hands walking against a minimalist background that is reminiscent downtown El Centro; may incorporate the "El Centro" entrance to Town Square. Another idea is to have the couple walk under one of the covered sidewalks.

Choose One

SECTION 1 — PROJECT OVERVIEW

This proposal outlines the full scope, process, materials, labor structure, and safety requirements for executing multiple large-scale outdoor murals in Imperial Valley, where summer temperatures reach 129°F, requiring specialized prep, UV-fast pigments, and high-heat sealants. Everything in RED will be completed by the City of El Centro. Walls must be prepped and prepared before any work begins. Also, some items like a scissor lift will be provided by the City of El Centro.

Professional mural execution includes:

- ~~Design development~~
- **Site preparation (Fix & Repair cracked stucco, brick, old paint)**
- **High-heat primer + base coats**
- Full mural painting
- UV-resistant finishing + anti-graffiti coats
- Documentation
- Insurance, safety, and equipment

SECTION 2 — MATERIALS & EQUIPMENT LIST

Source: Mural shopping checklist, equipment list, safety gear, setup tasks, and painting tasks

A. Surface Prep - Supplies

For cracked stucco, brick, and old paint:

- *Industrial power washer*
- *Trisodium phosphate (TSP) cleaner*
- *Masonry crack filler*
- *Stucco patch compound*
- *Concrete skim coat*
- *Wire brushes (brick)*
- *Paint scrapers*
- *Sanding sponges / orbital sander*
- *Bleach for mold removal*
- *Safety goggles, face masks, gloves (Workbook p.18)*
- *Painter's plastic + tarps (Workbook p.18)*
- *Blue/green tape (Workbook p.18)*

B. Primers & Paint (Heat-Resistant)

Primers:

- **Kilz 3 Exterior**
- **Zinsser 1-2-3 Exterior**
- **Sherwin-Williams Loxon Masonry Primer (for stucco & brick)**

Base Coat (Exterior House Paint):

- **Sherwin-Williams SuperPaint Exterior**
- **Behr Ultra Exterior**

Professional Artist Paints:

- Nova Color mural paints
- Golden Mural Acrylics
- Liquitex Heavy Body
- Paint markers
- Spray paint + spray caps

C. Tools

Hardware Store Checklist ：

- Rollers (assorted sizes)
- Roller pad frames
- Metal trays + liners
- Extension poles
- Ladders (8, 12, 20 ft)
- Step stool
- Buckets (clean water)
- Scissors/razor
- Rags + paper towels
- Spray bottle
- 5-in-1 tool
- Putty knives
- Paint stir sticks
- Extension cords

D. Equipment & Lifts

Equipment:

- Scaffolding (full-length walls)
- Aerial lift/boom lift (required for 25 ft wall at McManus)
- Safety harnesses
- Airless sprayer
- Generator (no power access)
- Folding cart for material transport

E. Self-Care & Heat Safety

Imperial Valley heat makes this mandatory:

- Sunscreen
- Hydration packs/water coolers
- Hats, sunglasses
- Cooling towels
- Shade canopy

SECTION 3— LABOR

Included Tasks:

masking

scraping

setup

design transfer

color blocking

detailing

safety checks

cleanup

documentation

SECTION 4 - STEP-BY-STEP EXECUTION GUIDE

This integrates mural workflow steps :
(prep → setup → painting → documentation

PHASE 1 — DESIGN & CLIENT APPROVAL

- ☑ Client meeting + wall scouting
- ☑ Take photos, measure the wall, and assess the surface.
- ☑ Create a digital mockup
- ☑ Provide up to 3 revisions.

Contract signed + 35% deposit

PHASE 2 — SITE SETUP & WALL PREPARATION

Secure parking + unload materials.

Mask windows, floors, fixtures.

Scrape peeling paint.

Power wash the surface.

Repair cracks, patch stucco, fill holes.

Apply masonry sealer.

Prime surface with high-heat primer.

PHASE 3 — EQUIPMENT SETUP

Choose the correct lift based on height & terrain.

Set up scaffolding/boom lift.

Inspect safety harnesses.

Create an equipment access plan.

Store materials safely overnight.

PHASE 4 — BACKGROUND COATS

Apply 1st coat of background paint.

Allow drying (may require early morning/evening work).

Apply 2nd coat.

Touch-ups.

PHASE 5 — DESIGN TRANSFER

Set up projector at night or grid method during day.

Mark key shapes, large forms.

Divide wall into work zones.

PHASE 6 — COLOR BLOCKING

Organize paints by color.

Block large shapes first.

Work left → right, bottom → top (recommended).

Keep brushes/rollers moist in heat.

PHASE 8 — FINISHING COATS

Full UV-protective varnish (Golden MSA).

Anti-graffiti coat (Sherwin-Williams).

Edge sealing.

PHASE 9 — DOCUMENTATION

Photograph from all angles.

Capture video pan shots.

Save files to multiple cloud locations.

Create content for marketing.

PHASE 10 — CLEANUP & SIGNING

Cleanup site.

Remove tape.

Touch up edges.

Sign mural prominently.

Discussion and related action regarding a Construction Contract with Shade Structures, Inc. in the amount of $153,280.88 for Shade Structures for the Embellece (Beautify) El Centro Downtown Beautification Project.

CITY MANAGER'S RECOMMENDATION:

Provide City Staff direction regarding the addition of shade structures for the Embellece (Beautify) El Centro Downtown Beautification Project.

FISCAL IMPACT:

In 2023, a Clean California Grant was sought by City Staff and was awarded in the amount of $4,782,000. The grant included funding for the following activities:

INFRASTRUCTURE ($4,477,000)

- Renovation of Town Square- Installation of artifical turf, concrete, and related electrical improvements
- Installation of ten Big Belly Trash Receptacles
- Installation of sixteen park benches along Main Street from 4th through 8th Streets
- Installation of new gateway sign on Main/8th Street
- Renovation of sign on Main/4th Street
- Installation of eighteen stormwater curb inlets

Infrastructure items were grouped as follows:

Construction Items & Contingencies	$3,927,000
Preliminary Engineering (Design)	$350,000
Construction Engineering	$200,000
Total	**$4,477,000**

The construction bid received from Nielsen Construction California, Inc. was in the amount of $4,002,000 and did not include a project contingency (10% of construction costs). The bid exceeded the grant funding allocated for construction.

Subsequently, City Council approved a 10% project contingency ($400,200), along with the remaining construction shortfall, through Measure P in the total amount of **$475,200**.

Bid Amount & Contingencies	$4,402,200
Construction Items & Contingencies (Grant	($3,927,000)

Estimate)	
Shortfall	$475,200

Shade structures were not included in the original design, but were identified as a desired project feature. The cost of the shade structures is $153,280.88, refer to quote attached for reference.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Recreation & Lifelong Learning
Economic Opportunity
City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Sourcewell is a self-sustaining government organization, and has over 40 years of dedicated service helping government, education, and nonprofit agencies operate more efficiently through a variety of solutions:

- Contract purchasing solutions that are competitively solicited nationally, offering over 400 awarded contracts;
- Technology solutions for schools provided through a specialized division called Sourcewell Technology; and
- Regional programs and services to support area schools and communities, such as shared professional service and training opportunities.

Shade Structures, Inc. is properly licensed and qualified to perform the work.

BACKGROUND:
On March 3, 2026, the City Council awarded a construction contract to Nielsen Construction for the Town Square renovation and other downtown improvements. Although the project includes various infrastructure enhancements, the approved scope did not include shade structures within the Town Square. At that time, Staff indicated that the matter of shade structures would be presented at a future City Council meeting after obtaining a project timeline from the contractor. Since then, Nielsen Construction has advised Staff that a decision regarding the shade structures is needed as soon as possible in order to allow for proper coordination, procurement, and installation as part of the overall project.

DISCUSSION:
The City received a proposal from Shade Structures, Inc., dba USA Shade, for the Embellece (Beautify) El Centro Downtown Beautification Project. The proposal is based on Sourcewell Contract No. 010521-LTS-6. If the City Council desires to proceed with the addition of shade structures, Staff recommends utilizing the Sourcewell cooperative purchasing contract with Shade Structures, Inc., which would allow the City to take advantage of competitively procured pricing for the installation of shade structures at the Town Square in the amount of $153,280.88. The proposal is attached for reference.

Accordingly, if the City Council approves the installation of the shade structures, Staff recommends awarding a contract to Shade Structures, Inc., dba USA Shade, in the

amount of $153,280.88.

CONCLUSION:

Staff recommends that the City Council consider the installation of shade structures at the Town Square, provide direction to Staff, and identify a funding source should the Council desire to proceed with the addition of shade structures.

ATTACHMENTS:

1. USA Shade Sourcewell Proposal - Embellece El Centro 4.3.26

Embellece El Centro

Priced per SOURCEWELL Contract Number 010521-LTS-6

4/3/2026

Pricing Valid for 15 Days

Project Information				Sales Information	
Purchaser:	City of El Centro	**Contact:**	Omar Negrete	**Sales Rep:**	Will King
Project Name:	Embellece El Centro	**Phone:**	7603379473	**Phone:**	714 241 5567
Quote No:	CA0525WK22625	**Email:**	onegrete@cityofelcentro.org	**Email:**	Will.king@usa-shade.com
Billing Information		**Shipping Information**		**Jobsite Information**	
Name:	City of El Centro	**Name:**	Embellece El Centro	**Name:**	Embellece El Centro
Address:	1275 Main St	**Address:**	675 Main Street	**Address:**	675 Main Street
City:	El Centro	**City:**	El Centro	**City:**	El Centro
State:	CA	**State:**	CA	**State:**	CA
Zip Code:	92243	**Zip Code:**	92243	**Zip Code:**	92243
Contact:	TBD	**Contact:**		**Contact:**	
Email:		**Email:**		**Email:**	
Phone:		**Phone:**		**Phone:**	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A Napa, CA 94558

ARIZONA:

2415 S. 18th Place Phoenix, AZ 85024

LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117 Las Vegas, NV 89102

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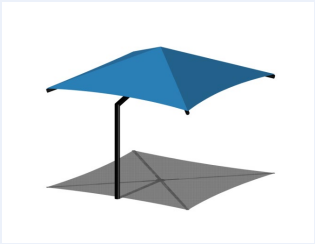
PRODUCTS				
DESCRIPTION		DETAILS		
Single Post Pyramid Cantilever		Model Number	Dimensions	Entry Height
QTY	IMAGE	124.1	20'x20'	10'
6		Fabric Type	Fabric Color	Electrical Provisions
		ColourshadeFR	TBD	Excluded
		Steel Finish	Steel Color	Cable/HDW Finish
		Powder Coated w/ Coastal Primer	TBD	Galvanized
		Footing Type	Mounting Type	Anchor Bolts
		Drilled Pier	Recessed Base Plate	Included

SOURCEWELL PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
6	124.1	Single Post Pyramid Canti	$10,533.70	Each	$63,202.20
6	FR FABRIC	Colourshade FR	$108.36	Each	$650.16
1		Coastal Primer	$600.60	Each	$3,603.60
6		Anchor Bolts	$450.28	Per Structure	$2,701.68
			Unit Subtotal:		**$70,157.64**
			Shipping and Handling:		$8,500.00
			Taxable Subtotal:		**$78,657.64**
			Sales Tax @ 8.25%:		$6,489.25
			Equipment Installation:		$59,633.99
			Site Preparation:		$2,000.00
			Planning and Design Services:		$2,000.00
			Engineering:		$4,500.00
			TOTAL PRICE:		**$153,280.88**

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings	Included	Prevailing Wage / Certified Payroll
Included	Sealed Calculations	Excluded	Union Wages
Excluded	Permit Submittal	Excluded	Fencing
Excluded	Permit Fee	Included	Dirt Removal
Excluded	DSA Submittal & Fees	Excluded	Water and Electrical
Included	Design and Engineering of Structure	Excluded	Landscape Repair
Included	Design and Engineering of Foundation	Excluded	Demolition (Existing Structures)
Excluded	Reactions/Loads for Attachment to Walls, Rooftops, etc.	Excluded	Payment and Performance Bonds
Excluded	Foundation Location and Elevation Survey	Excluded	Special Inspection Fees

Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

6) Barricades and public security requirements are not included.

7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements**: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment**: Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited

to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work

from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated.
    - Fabric tops attached to Coolbrella™ structures carry a three-year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five-year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight-year pro-rated warranty.

- Sewing thread is warranted for ten years.

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.

- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.

- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

- These limited warranties are void if:

    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications;
    - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
    - normal wear and tear;
    - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
    - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
    - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- The limited warranties explicitly exclude:
    - workmanship related to assembly not provided by the Company or its agents;
    - fabric curtains, valances, and flat vertical panels;
    - fabric tops installed on structures that were not engineered and originally supplied by the Company.

- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if

utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.

- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution**: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which

are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

27) Electronic Signatures. Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

PURCHASER:	**SELLER:**
	Shade Structures, Inc. DBA USA Shade
Signature:	Signature: *Will King*
By:	By: Will King
Title:	Title: Architectural Specialist
Date:	Date: 4.3.2026

NOTE: All purchase orders and contracts should be drafted in the name of

Shade Structures, Inc.

Discussion and any necessary action regarding the cancellation of the April 21, 2026, City Council meeting.

CITY MANAGER'S RECOMMENDATION:
Direction from City Council regarding the cancellation of the April 21, 2026, City Council meeting.

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
Advance notice of a canceled meeting allows Council members and staff to plan accordingly.

DISCUSSION:
Council may select to cancel the April 21, 2026, City Council meeting. Should a matter require immediate Council direction or action, a special meeting could be called.

CONCLUSION:
Cancellation of the April 28, 2026, City Council meeting.

ATTACHMENTS:
None

Update Emergency Declaration - WWTP Bar Screen Failure

CITY MANAGER'S RECOMMENDATION:
Information item only.

FISCAL IMPACT:
No impact to the General Fund. Project to be funded by the wastewater enterprise working capital. The estimated cost is about $800.000.00

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
The first piece of equipment that receives incoming sewer flow. The purpose of the screen is to remove inorganic materials (plastics, debris, etc.) from the wastewater stream before it enters the treatment process and to divert these materials for disposal at a landfill. The trash bar failed on January 20, 2026, Council approved a local emergency resolution to allow the repairs to proceed quickly.

DISCUSSION:
Staff has obtained quotes from the equipment supplier and is working to place the order. Staff has also obtained a quote from a contractor and is working with our city legal department to set up the agreement to be in place once the equipment is delivered. Public works will be returning to Council to provide updates as work and contracts are established.

CONCLUSION:
Informational item only

ATTACHMENTS:
None

Certificate of Mailing Notice of Application to the City, County and Municipal Government Agencies.

CITY MANAGER'S RECOMMENDATION:

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

1. Certificate of Mailing Notice of Application to the City County

RCVD CITY CLERK'S
MAR 24 '26 PM 12:00

STATE OF CALIFORNIA)
)
)
COUNTY OF LOS ANGELES)

Certificate of Mailing Notice of Application To the City, County and Municipal Governmental Agencies

I hereby certify that a Notice of Application Of Southern California Gas Company (SoCalGas®) filed its Energy Efficiency Application with the California Public Utilities Commission (CPUC) SoCalGas is requesting an increase in revenue of $8.2 million for 2028-2031 in Application No.26-03-018, was mailed First Class - US Mail on March 19, 2026, to all the appropriate state, county and municipal governmental agencies appearing on the current rooster.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own personal knowledge.

Executed at San Diego, California this 18th day of March 2026.

Evalette Bennett

Name (Sign)

Evalette Bennett
Name (Print)

Regulatory Affairs Analyst
Title

Esté es un anuncio de que sus tarifas pueden cambiar. Para más detalles en español llame al 1-800-342-4545.

NOTICE OF SOUTHERN CALIFORNIA GAS COMPANY RATE INCREASE REQUEST SOUTHERN CALIFORNIA GAS COMPANY'S (SOCALGAS) ENERGY EFFICIENCY APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) A.26-03-018

WHAT IS BEING REQUESTED?

SoCalGas is requesting an increase in revenue of $8.2 million from 2028-2031 for the Public Purpose Program Surcharge (PPPS) to continue funding energy efficiency programs through its four-year program portfolio.

For the program portfolio SoCalGas is requesting funding approval of $150 million in 2028, $150 million in 2029, $150 million in 2030, and $150 million in 2031, totaling $600 million. A reduction of $16 million when compared to the most recent authorized program portfolio. The program portfolio contains detailed program strategies, annual budgets, totaling to a four-year revenue, cost-effectiveness, and implementation plans (or links to them) for all programs that are currently operating or planned to operate during that time. The exception being third-party programs where the contract has not been awarded yet.

The application also includes the funding request of the Regional Energy Networks (RENs) for their program portfolios that operate within SoCalGas's service territory totaling $103.4 million for the four years. An increase of $40.7 million when compared to the most recent authorized program portfolio. This will result in an increase in gas rates phased in over the four years, starting January 1, 2028.

(Continued inside)

PROPOSED RATE INCREASE BY CUSTOMER CLASS

Customer Class*	Current Rates (as of Mar. 2026)	$ Change (2028-2031 Average)	% Change (2028-2031 Average)	$ Change (Peak Year 2031)	% Change (Peak Year 2031)
Core-CARE	$/th	$/th	%	$/th	%
Residential	$1.645	$0.000	0.0%	$0.001	0.1%
Commercial/ Industrial	$1.238	$0.001	0.1%	$0.003	0.3%
Gas AC	$1.853	$0.011	0.5%	$0.028	1.5%
Core-Non CARE					
Residential	$2.092	$0.000	0.0%	$0.001	0.0%
Commercial/ Industrial	$1.579	$0.001	0.1%	$0.003	0.2%
Gas AC	$2.149	$0.011	0.5%	$0.028	1.3%
Gas Engine	$0.893	$0.002	0.2%	$0.003	0.4%
Natural Gas Vehicle	$0.951	$0.000	0.0%	$0.000	0.0%
Noncore					
Commercial/ Industrial	$0.254	$0.000	0.0%	$0.000	0.1%

*Bundled Rates include Gas Core Procurement, Transportation rates, and Public Purpose Program Surcharge (PPPS) for Core customers. Transportation rates and PPPS are included for Noncore customers.

HOW WOULD THIS IMPACT THE AVERAGE RESIDENTIAL CUSTOMER?

If the request is approved, the average residential customer using 35 therms per month would see a bill increase of approximately $0.03. This reflects the peak-year increase in 2031. The actual impact will vary according to usage levels, baseline territory, and other factors.

ADDITIONAL INFORMATION

You can read more about the utility's request and make public comment by visiting **apps.cpuc.ca.gov/c/A2603018**. For questions about participating in CPUC matters, you can contact the Public Advisor's Office at Public.Advisor@cpuc.ca.gov, 1-866-849-8390, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference **A.26-03-018** in any communication with the CPUC.

QUESTIONS ABOUT THE REQUEST

For questions about this application, please contact **SoCalGas** at

Email: PWu@socalgas.com

Mail: Pamela Wu

Regulatory Case Manager for SoCalGas

555 West Fifth Street - GT14D6, Los Angeles, CA 90013

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FONTANA CITY
8353 SIERRA AVE.
FONTANA, CA 92335

CITY ATTORNEY
CYPRESS CITY HALL
5275 ORANGE AVE.
CYPRESS, CA 90630

CITY CLERK
CYPRESS CITY HALL
5275 ORANGE AVE.
CYPRESS, CA 90630

CITY ATTORNEY
DANA POINT CITY
33282 GOLDEN LANTERN ST.
DANA POINT, CA 92629

CITY CLERK
DANA POINT CITY
33282 GOLDEN LANTERN ST.
DANA POINT, CA 92629

CITY ATTORNEY
DELANO CITY HALL
1015 11TH AVE.
DELANO, CA 93215

CITY CLERK
DELANO CITY HALL
1015 11TH AVE.
DELANO, CA 93215

CITY ATTORNEY
DESERT HOT SPRINGS CITY HALL
65950 PIERSON BL.
DESERT HOT SPRINGS, CA 92240

CITY CLERK
DESERT HOT SPRINGS CITY HALL
65950 PIERSON BL.
DESERT HOT SPRINGS, CA 92240

CITY ATTORNEY
DIAMOND BAR CITY
21660 E. COPLEY DR. #100
DIAMOND BAR, CA 91765

CITY CLERK
DIAMOND BAR CITY
21660 E. COPLEY DR., #100
DIAMOND BAR, CA 91765

CITY ATTORNEY
DINUBA CITY HALL
1390 E. ELIZABETH WAY
DINUBA, CA 93618

CITY CLERK
DINUBA CITY HALL
1390 E. ELIZABETH WAY
DINUBA, CA 93618

CITY ATTORNEY
DOWNEY CITY HALL
11111 BROOKSHIRE AVE.
DOWNEY, CA 90241

CITY CLERK
DOWNEY CITY HALL
11111 BROOKSHIRE AVE.
DOWNEY, CA 90241

CITY CLERK
DUARTE CITY HALL
1600 HUNTINGTON DR.
DUARTE, CA 91010

CITY ATTORNEY
DUARTE CITY HALL
1600 HUNTINGTON DR.
DUARTE, CA 91010

CITY ATTORNEY
EL CENTRO CITY HALL
1275 MAIN ST.
EL CENTRO, CA 92243

CITY CLERK
EL CENTRO CITY HALL
1275 MAIN ST.
EL CENTRO, CA 92243

CITY ATTORNEY
EL MONTE CITY HALL
11333 VALLEY BLVD.
EL MONTE, CA 91734

CITY CLERK
EL MONTE CITY HALL
11333 VALLEY BLVD.
EL MONTE, CA 91734

CITY ATTORNEY
EL SEGUNDO CITY HALL
350 MAIN ST.
EL SEGUNTO, CA 90245

CITY CLERK
EL SEGUNDO CITY HALL
350 MAIN ST.
EL SEGUNDO, CA 90245

CITY ATTORNEY
EXETER CITY HALL
P. O. BOX 237
EXETER, CA 93221

CITY CLERK
EXETER CITY HALL
P. O. BOX 237
EXETER, CA 93221

CITY ATTORNEY
FARMERSVILLE CITY HALL
909 W. VISALIA RD.
FARMERSVILLE, CA 93223

CITY CLERK
FARMERSVILLE CITY HALL
909 W. VISALIA RD.
FARMERSVILLE, CA 93223

CITY ATTORNEY
FILLMORE CITY HALL
524 SESPE AVE.
FILLMORE, CA 93015

CITY CLERK
FILLMORE CITY HALL
250 CENTRAL AVENUE
FILLMORE, CA 93015

CITY ATTORNEY
FONTANA CITY HALL
8353 SIERRA AVE.
FONTANA, CA 92335

CITY ATTORNEY
HERMOSA BEACH CITY HALL
1315 VALLEY DR.
HERMOSA BEACH, CA 90254

CITY ATTORNEY
FOWLER CITY
128 SOUTH FIFTH
FOWLER, CA 93625

CITY CLERK
FULLERTON CITY HALL
303 W. COMMONWEALTH
FULLERTON, CA 92632

CITY ATTORNEY
GARDENA CITY HALL
1700 W 162ND ST.
GARDENA, CA 90247

CITY CLERK
GLENDALE CITY HALL
613 E. BROADWAY
GLENDALE, CA 91205

CITY ATTORNEY
GRAND TERRACE CITY HALL
22795 BARTON ROAD
GRAND TERRACE, CA 92324

CITY CLERK
GROVER BEACH CITY HALL
154 SO. 8TH ST.
GROVER BEACH, CA 93833

CITY ATTORNEY
HANFORD CITY HALL
400 NO. DOUTY
HANFORD, CA 93230

CITY CLERK
HAWAIIAN GARDENS CITY HALL
21815 PIONEER BLVD.
HAWAIIAN GARDENS, CA 90716

CITY ATTORNEY
HEMET CITY HALL
450 E. LATHAN AVE.
HEMET, CA 92343

CITY ATTORNEY
FOUNTAIN VALLEY CITY HALL
10200 SLATER AVE.
FOUNTAIN VALLEY, CA 92708

CITY CLERK
FOWLER CITY
128 SOUTH FIFTH
FOWLER, CA 93625

CITY ATTORNEY
GARDEN GROVE CITY HALL
11300 STANFORD AVE.
GARDEN GROVE, CA 92640

CITY CLERK
GARDENA CITY HALL
1700 W 162ND ST.
GARDENA, CA 90247

CITY ATTORNEY
GLENDORA CITY HALL
116 E. FOOTHILL BLVD.
GLENDORA, CA 91740

CITY CLERK
GRAND TERRACE CITY HALL
22795 BARTON ROAD
GRAND TERRACE, CA 92324

CITY ATTORNEY
GUADALUPE CITY HALL
918 OBISPO ST.
GUADALUPE, CA 93434

CITY CLERK
HANFORD CITY HALL
400 NO. DOUTY
HANFORD, CA 93230

CITY ATTORNEY
HAWTHORNE CITY HALL
4455 W. 126TH ST.
HAWTHORNE, CA 90250

CITY CLERK
HEMET CITY HALL
450 E. LATHAM AVE.
HEMET, CA 92343

CITY CLERK
FOUNTAIN VALLEY CITY HALL
10200 SLATER AVE.
FOUNTAIN VALLEY, CA 92708

CITY ATTORNEY
FULLERTON CITY HALL
303 W. COMMONWEALTH
FULLERTON, CA 92632

CITY CLERK
GARDEN GROVE CITY HALL
11300 STANFORD AVE.
GARDEN GROVE, CA 92640

CITY ATTORNEY
GLENDALE CITY HALL
613 E. BROADWAY
GLENDALE, CA 91205

CITY CLERK
GLENDORA CITY HALL
116 E. FOOTHILL BLVD.
GLENDORA, CA 91740

CITY ATTORNEY
GROVER BEACH CITY HALL
154 SO. 8TH ST.
GROVER BEACH, CA 93833

CITY CLERK
GUADALUPE CITY HALL
918 OBISPO ST.
GUADALUPE, CA 93434

CITY ATTORNEY
HAWAIIAN GARDENS CITY HALL
21815 PIONEER BLVD.
HAWAIIAN GARDENS, CA 90716

CITY CLERK
HAWTHORNE CITY HALL
4455 W. 126TH ST.
HAWTHORNE, CA 90250

CITY CLERK
HERMOSA BEACH CITY HALL
1315 VALLEY DR.
HERMOSA BEACH, CA 90254

CITY ATTORNEY
LA CANADA FLINTRIDGE
300 SOUTH GRAND SUITE 1500
LOS ANGELES, CA 90071

CITY ATTORNEY
HESPERIA CITY
9700 SEVENTH AVE.
HESPERIA, CA 92345

CITY CLERK
HESPERIA CITY
9700 SEVENTH AVE.
HESPERIA, CA 92345

CITY ATTORNEY
HIDDEN HILLS CITY HALL
6165 SPRING VALLEY RD.
HIDDEN HILLS, CA 91302

CITY CLERK
HIDDEN HILLS CITY HALL
6165 SPRING VALLEY RD.
HIDDEN HILLS, CA 91302

CITY ATTORNEY
HIGHLAND CITY
26985 BASE LINE
HIGHLAND, CA 92346

CITY CLERK
HIGHLAND CITY
26985 BASE LINE
HIGHLAND, CA 92346

CITY ATTORNEY
HOLTVILLE CITY HALL
121 W. 5TH ST.
HOLTVILLE, CA 92250

CITY CLERK
HOLTVILLE CITY HALL
121 W. 5TH ST.
HOLTVILLE, CA 92250

CITY CLERK
LA CANADA FLINTRIDGE CITY HALL
1327 FOOTHILL BLVD.
LA CANADA FLINTRIDGE, CA 91011

CITY CLERK
HUNTINGTON BEACH CITY HALL
2000 MAIN ST.
HUNTINGTON BEACH, CA 92648

CITY ATTORNEY
HUNTINGTON PARK CITY HALL
6550 MILES AVE.
HUNTINGTON PARK, CA 90255

CITY CLERK
HUNTINGTON PARK CITY HALL
6550 MILES AVE.
HUNTINGTON PARK, CA 90255

CITY ATTORNEY
IMPERIAL CITY HALL
420 SO. IMPERIAL AVE.
IMPERIAL, CA 92251

CITY CLERK
IMPERIAL CITY HALL
420 SO. IMPERIAL AVE.
IMPERIAL, CA 92251

CITY ATTORNEY
INDIAN WELLS CITY HALL
44-950 EL DORADO DR.
INDIAN WELLS, CA 92210

CITY CLERK
INDIAN WELLS CITY HALL
44-950 EL DORADO DR.
INDIAN WELLS, CA 92210

CITY ATTORNEY
INDIO CITY HALL
150 CIVIC CENTER MALL
INDIO, CA 92202

CITY CLERK
INDIO CITY HALL
150 CIVIC CENTER MALL
INDIO, CA 92202

CITY ATTORNEY
INDUSTRY CITY HALL
15651 STANFORD ST.
CITY OF INDUSTRY, CA 91744

CITY CLERK
INDUSTRY CITY HALL
15651 STANFORD ST.
CITY OF INDUSTRY, CA 91744

CITY ATTORNEY
INGLEWOOD CITY HALL
1 MANCHESTER BLVD.
INGLEWOOD, CA 90301

CITY CLERK
INGLEWOOD CITY HALL
1 MANCHESTER BLVD.
INGLEWOOD, CA 90301

CITY ATTORNEY
IRVINE CITY HALL
P. 0. BOX 19575
IRVINE, CA 92713

CITY CLERK
IRVINE CITY HALL
P. 0. BOX 19575
IRVINE, CA 92713

CITY ATTORNEY
IRWINDALE CITY HALL
5050 NO. IRWINDALE AVE.
IRWINDALE, CA 91706

CITY CLERK
IRWINDALE CITY HALL
5050 NO. IRWINDALE AVE.
IRWINDALE, CA 91706

CITY ATTORNEY
KINGSBURG CITY HALL
1401 DRAPER ST.
KINGSBURG, CA 93631

CITY CLERK
KINGSBURG CITY HALL
1401 DRAPER ST.
KINGSBURG, CA 93631

CITY ATTORNEY
LINDSAY CITY HALL
251 E. HONOLULU ST.
LINDSAY, CA 93247

CITY CLERK
LINDSAY CITY HALL
251 E. HONOLULU ST.
LINDSAY, CA 93247

CITY ATTORNEY
LA HABRA CITY HALL
CIVIC CENTER
LA HABRA, CA 90631

CITY CLERK
LA HABRA CITY HALL
CIVIC CENTER
LA HABRA, CA 90631

CITY ATTORNEY
LA HABRA HEIGHTS CITY HALL
1245 NO. HACIENDA BLVD.
LA HABRA HEIGHTS, CA 90631

CITY CLERK
LA HABRA HEIGHTS CITY HALL
1245 NO. HACIENDA BLVD.
LA HABRA HEIGHTS, CA 90631

CITY ATTORNEY
LA MIRADA CITY HALL
13700 SO. LA MIRADA BLVD.
LA MIRADA, CA 90638

CITY CLERK
LA MIRADA CITY HALL
13700 SO. LA MIRADA BLVD.
LA MIRADA, CA 90638

CITY ATTORNEY
LA PALMA CITY HALL
7822 WALKER ST.
LA PALMA, CA 90623

CITY CLERK
LA PALMA CITY HALL
7822 WALKER ST.
LA PALMA, CA 90623

CITY ATTORNEY
LA PUENTE CITY HALL
15900 E. MAIN ST.
LA PUENTE, CA 91744

CITY CLERK
LA PUENTE CITY HALL
15900 E. MAIN ST.
LA PUENTE, CA 91744

CITY ATTORNEY
LA QUINTA CITY HALL
P. O. BOX 1504
LA QUINTA, CA 92253

CITY CLERK
LA QUINTA CITY HALL
P. O. BOX 1504
LA QUINTA, CA 92253

CITY ATTORNEY
LA VERNE CITY HALL
3660 D STREET
LA VERNE, CA 91750

CITY CLERK
LA VERNE CITY HALL
3660 D STREET
LA VERNE, CA 91750

CITY ATTORNEY
LAGUNA BEACH CITY HALL
505 FOREST AVE.
LAGUNA BEACH, CA 92651

CITY CLERK
LAGUNA BEACH CITY HALL
505 FOREST AVE.
LAGUNA BEACH, CA 92651

CITY ATTORNEY
LAGUNA NIGUEL CITY
30111 CROWN VALLEY PKWY
LAGUNA NIGUEL, CA 92677

CITY CLERK
LAGUNA NIGUEL CITY
30111 CROWN VALLEY PKWY
LAGUNA NIGUEL, CA 92656

CITY ATTORNEY
LAKE ELSINORE CITY HALL
130 S. MAIN ST.
LAKE ELSINORE, CA 92330

CITY CLERK
LAKE ELSINORE CITY HALL
130 S. MAIN ST.
LAKE ELSINORE, CA 92330

CITY ATTORNEY
LAKEWOOD CITY HALL
5050 CLARK AVE.
LAKEWOOD, CA 90714

CITY CLERK
LAKEWOOD CITY HALL
5050 CLARK AVE.
LAKEWOOD, CA 90714

CITY ATTORNEY
LANCASTER CITY HALL
44933 N. FERN AVE.
LANCASTER, CA 93534

CITY CLERK
LANCASTER CITY HALL
44933 N. FERN AVE.
LANCASTER, CA 93534

CITY ATTORNEY
LAWNDALE CITY
611 ANTON BL., SUITE 1400
COSTA MESA, CA 92628

CITY CLERK
LAWNDALE CITY HALL
14717 BURIN AVE.
LAWNDALE, CA 90260

CITY ATTORNEY
LEMOORE CITY HALL
119 FOX ST.
LEMOORE, CA 93245

CITY CLERK
LEMOORE CITY HALL
119 FOX ST.
LEMOORE, CA 9 3245

CITY ATTORNEY
MONTEBELLO CITY HALL
1600 BEVERLY BLVD.
MONTEBELLO, CA 90640

CITY CLERK
MONTEBELLO CITY HALL
1600 BEVERLY BLVD.
MONTEBELLO, CA 90640

CITY ATTORNEY
LOMA LINDA CITY
25541 BARTON RD.
LOMA LINDA, CA 92354

CITY CLERK
LOMA LINDA CITY HALL
25541 BARTON RD.
LOMA LINDA, CA 92354

CITY ATTORNEY
LOMITA CITY HALL
24300 NARBONNE AVE.
LOMITA, CA 90717

CITY CLERK
LOMITA CITY HALL
24300 NARBONNE AVE.
LOMITA, CA 90717

CITY ATTORNEY
LOMPOC CITY HALL
100 CIVIC CENTER PLAZA
LOMPOC, CA 93438

CITY CLERK
LOMPOC CITY HALL
100 CIVIC CENTER PLAZA
LOMPOC, CA 93438

CITY ATTORNEY
LONG BEACH CITY HALL
333 W. OCEAN BLVD.
LONG BEACH, CA 90802

CITY CLERK
LONG BEACH CITY HALL
333 W. OCEAN BLVD.
LONG BEACH, CA 90802

CITY ATTORNEY
LOS ALAMITOS CITY HALL
3191 KATELLA
LOS ALAMITOS, CA 90720

CITY CLERK
LOS ALAMITOS CITY HALL
3191 KATELLA
LOS ALAMITOS, CA 90720

CITY ATTORNEY
LOS ANGELES
200 NO. MAIN ST – ROOM 800.
LOS ANGELES, CA 90012

CITY CLERK
LOS ANGELES
200 NO. MAIN ST. – ROOM 800
LOS ANGELES, CA 90012

CITY ATTORNEY
LYNWOOD CITY HALL
11330 BULLIS RD.
LYNWOOD, CA 90262

CITY CLERK
LYNWOOD CITY HALL
11330 BULLIS RD.
LYNWOOD, CA 90262

CITY ATTORNEY
MANHATTAN BEACH CITY HALL
1400 HIGHLAND AVE.
MANHATTAN BEACH, CA 90266

CITY CLERK
MANHATTAN BEACH CITY HALL
1400 HIGHLAND AVE.
MANHATTAN BEACH, CA 90266

CITY ATTORNEY
MARICOPA CITY HALL
P. 0. BOX 548
MARICOPA, CA 93252

CITY CLERK
MARICOPA CITY HALL
P. 0. BOX 548
MARICOPA, CA 93252

CITY ATTORNEY
MAYWOOD CITY HALL
4319 E. SLAUSON AVE.
MAYWOOD, CA 90270

CITY CLERK
MAYWOOD CITY HALL
4319 E. SLAUSON AVE.
MAYWOOD, CA 90270

CITY ATTORNEY
MCFARLAND CITY HALL
401 W. KERN
MCFARLAND, CA 93250

CITY CLERK
MCFARLAND CITY HALL
401 W. KERN
MCFARLAND, CA 93250

CITY ATTORNEY
MISSION VIEJO CITY
200 CIVIC CENTER
MISSION VIEJO, CA 92691-5519

CITY CLERK
MISSION VIEJO CITY
200 CIVIC CENTER
MISSION VIEJO, CA 92691-5519

CITY ATTORNEY
MONROVIA CITY HALL
415 SO. IVY AVE.
MONROVIA, CA 91016

CITY CLERK
MONROVIA CITY HALL
415 SO. IVY AVE.
MONROVIA, CA 91016

CITY ATTORNEY
MONTCLAIR CITY HALL
5111 BENITO ST.
MONTCLAIR, CA 91763

CITY CLERK
MONTCLAIR CITY HALL
5111 BENITO ST.
MONTCLAIR, CA 91763

CITY ATTORNEY
PALM DESERT CITY HALL
73510 FRED WARING DR.
PALM DESERT, CA 92260

CITY CLERK
PALM DESERT CITY HALL
73510 FRED WARING DR.
PALM DESERT, CA 92260

CITY ATTORNEY
MONTEREY PARK CITY HALL
320 W. NEWMARK AVE.
MONTEREY PARK, CA 91754

CITY CLERK
MONTEREY PARK CITY HALL
320 W. NEWMARK AVE.
MONTEREY PARK, CA 91754

CITY ATTORNEY
MOORPARK CITY HALL
799 MOORPARK AVE.
MOORPARK, CA 93021

CITY CLERK
MOORPARK CITY HALL
799 MOORPARK AVE.
MOORPARK, CA 93021

CITY ATTORNEY
MORENO VALLEY CITY HALL
P. 0. BOX 1440
MORENO VALLEY, CA 92556

CITY CLERK
MORENO VALLEY CITY HALL
P. 0. BOX 1440
MORENO VALLEY, CA 92556

CITY ATTORNEY
MORRO BAY CITY HALL
DUNES ST. & SHASTA AVE.
MORRO BAY, CA 93442

CITY CLERK
MORRO BAY CITY HALL
DUNES ST. & SHASTA AVE.
MORRO BAY, CA 93442

CITY ATTORNEY – CITY HALL
ONE TOWNE SQUARE
24601 JEFFERSON AVE
MURRIETA, CA 92562

CITY CLERK – CITY HALL
ONE TOWNE SQUARE
24601 JEFFERSON AVE
MURRIETA, CA 92562

CITY ATTORNEY
FRESNO CITY HALL
2600 FRESNO ST., 2ND FLOOR
FRESNO, CA 93721

CITY CLERK
FRESNO CITY HALL
2600 FRESNO ST., 2ND FLOOR
FRESNO, CA 93721

CITY ATTORNEY
NEWPORT BEACH CITY HALL
3300 NEWPORT BLVD.
NEWPORT BEACH, CA 92660

CITY CLERK
NEWPORT BEACH CITY HALL
3300 NEWPORT BLVD.
NEWPORT BEACH, CA 92660

CITY ATTORNEY
NORCO CITY HALL
2870 CLARK AVE.
NORCO, CA 92860

CITY CLERK
NORCO CITY HALL
2870 CLARK AVE.
NORCO, CA 92860

CITY ATTORNEY
NORWALK CITY HALL
12700 NORWALK BLVD.
NORWALK, CA 90650

CITY CLERK
NORWALK CITY HALL
12700 NORWALK BLVD.
NORWALK, CA 90650

CITY ATTORNEY
OJAI CITY HALL
401 SO. VENTURA ST.
OJAI, CA 93023

CITY CLERK
OJAI CITY HALL
401 SO. VENTURA ST.
OJAI, CA 93023

CITY ATTORNEY
ONTARIO CITY HALL
303 "B" ST.
ONTARIO, CA 91764

CITY CLERK
ONTARIO CITY HALL
303 "B" ST.
ONTARIO, CA 91764

CITY ATTORNEY
ORANGE CITY HALL
300 E. CHAPMAN AVE.
ORANGE, CA 92666

CITY CLERK
ORANGE CITY HALL
300 E. CHAPMAN AVE.
ORANGE, CA 92666

CITY ATTORNEY
ORANGE COVE CITY HALL
633 SIXTH ST.
ORANGE COVE, CA 93646

CITY CLERK
ORANGE COVE CITY HALL
633 SIXTH ST.
ORANGE COVE, CA 93646

CITY ATTORNEY
OXNARD CITY HALL
305 W. THIRD ST.
OXNARD, CA 93030

CITY CLERK
OXNARD CITY HALL
305 W. THIRD ST
OXNARD, CA 93030

CITY ATTORNEY
RANCHO CUCAMONGA CITY HALL
P. 0. Box 807
RANCHO CUCAMONGA, CA 91729

CITY CLERK
RANCHO CUCAMONGA CITY HALL
P. 0. Box 807
RANCHO CUCAMONGA, CA 91729

CITY ATTORNEY
PALM SPRINGS CITY HALL
P. 0. BOX 2743
PALM SPRINGS, CA 92263

CITY CLERK
PALM SPRINGS CITY HALL
P. 0. BOX 2743
PALM SPRINGS, CA 92263

CITY ATTORNEY
PALMDALE CITY HALL
708 EAST PALMDALE BLVD.
PALMDALE, CA 93550

CITY CLERK
PALMDALE CITY HALL
708 EAST PALMDALE BLVD.
PALMDALE, CA 93550

CITY CLERK
PALOS VERDES ESTATES
340 PALOS VERDES DRIVE W.
PALOS VERDES ESTATES, CA 90274

CITY ATTORNEY
PALOS VERDES ESTATES
30940 HAWTHORNE BLVD.
RANCHO PALOS VERDES, CA 90275

CITY ATTORNEY
PARAMOUNT CITY HALL
16400 SO. COLORADO ST.
PARAMOUNT, CA 90274

CITY CLERK
PARAMOUNT CITY HALL
16400 SO. COLORADO ST.
PARAMOUNT, CA 90274

CITY ATTORNEY
PARLIER CITY HALL
1100 E. PARLIER AVE.
PARLIER, CA 93648

CITY CLERK
PARLIER CITY HALL
1100 E. PARLIER AVE.
PARLIER, CA 93648

CITY ATTORNEY
PASADENA CITY HALL
100 NO. GARFIELD AVE.
PASADENA, CA 91109

CITY CLERK
PASADENA CITY HALL
100 NO. GARFIELD AVE.
PASADENA, CA 91109

CITY ATTORNEY
PASO ROBLES CITY HALL
801 4TH ST.
PASO ROBLES, CA 93446

CITY CLERK
PASO ROBLES CITY HALL
801 4TH ST.
PASO ROBLES, CA 93446

CITY ATTORNEY
PERRIS CITY HALL
101 NO. "D" ST.
PERRIS, CA 92370

CITY CLERK
PERRIS CITY HALL
101 NO. "D" ST.
PERRIS, CA 92370

CITY ATTORNEY
PICO RIVERA CITY HALL
6615 PASSONS BLVD.
PICO RIVERA, CA 90660

CITY CLERK
PICO RIVERA CITY HALL
6615 PASSONS
PICO RIVERA, CA 90660

CITY ATTORNEY
PISMO BEACH CITY HALL
1000 BELLO ST.
PISMO BEACH, CA 93449

CITY CLERK
PISMO BEACH CITY HALL
1000 BELLO ST.
PISMO BEACH, CA 93449

CITY ATTORNEY
PLACENTIA CITY HALL
401 E. CHAPMAN AVE.
PLACENTIA, CA 92670

CITY CLERK
PLACENTIA CITY HALL
401 E. CHAPMAN AVE
PLACENTIA, CA 92670.

CITY ATTORNEY
POMONA CITY HALL
505 SO. GAREY
POMONA, CA 91769

CITY CLERK
POMONA CITY HALL
505 SO. GAREY
POMONA, CA 91769

CITY ATTORNEY
PORT HUENEME CITY HALL
250 NO. VENTURA RD.
PORT HUENEME, CA 93041

CITY CLERK
PORT HUENEME CITY HALL
250 NO. VENTURA RD.
PORT HUENEME, CA 93041

CITY ATTORNEY
PORTERVILLE CITY HALL
291 NO. MAIN ST.
PORTERVILLE, CA 93257

CITY CLERK
PORTERVILLE CITY HALL
291 NO. MAIN ST.
PORTERVILLE, CA 93257

CITY ATTORNEY
SAN GABRIEL CITY HALL
532 WEST MISSION DR.
SAN GABRIEL, CA 91778

CITY CLERK
SAN GABRIEL CITY HALL
532 WEST MISSION DR.
SAN GABRIEL, CA 91778

CITY ATTORNEY
RANCHO MIRAGE CITY HALL
69-825 HIGHWAY 111
RANCHO MIRAGE, CA 92270

CITY CLERK
RANCHO MIRAGE CITY HALL
69-825 HIGHWAY 111
RANCHO MIRAGE, CA 92270

CITY CLERK
RANCHO PALOS VERDES
30940 HAWTHORNE BLVD.
RANCHO PALOS VERDES, CA 90275

CITY ATTORNEY
RANCHO PALOS VERDES
30940 HAWTHORNE BLVD.
RANCHO PALOS VERDES, CA 90275

CITY ATTORNEY
REDLANDS CITY HALL
P. 0. BOX 280
REDLANDS, CA 92373

CITY CLERK
REDLANDS CITY HALL
P. 0. BOX 280
REDLANDS, CA 92373

CITY ATTORNEY
REDONDO BEACH CITY HALL
415 DIAMOND ST.
REDONDO BEACH, CA 90277

CITY CLERK
REDONDO BEACH CITY HALL
415 DIAMOND ST.
REDONDO BEACH, CA 90277

CITY ATTORNEY
REEDLEY CITY HALL
845 "G" ST.
REEDLEY, CA 93654

CITY CLERK
REEDLEY CITY HALL
845 "G" ST.
REEDLEY, CA 93654

CITY ATTORNEY
RIALTO CITY HALL
150 SO. PALM AVE.
RIALTO, CA 92376

CITY CLERK
RIALTO CITY HALL
150 SO. PALM AVE.
RIALTO, CA 92376

CITY ATTORNEY
RIVERSIDE CITY HALL
3900 MAIN ST.
RIVERSIDE, CA 92522

CITY CLERK
RIVERSIDE CITY HALL
3900 MAIN ST.
RIVERSIDE, CA 92522

CITY ATTORNEY
ROLLING HILLS CITY HALL
#2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

CITY CLERK
ROLLING HILLS CITY HALL
#2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

CITY ATTORNEY
ROLLING HILLS ESTS. CITY HALL
4045 PALOS VERDES DR.
ROLLING HILLS ESTS., CA 90274

CITY CLERK
ROLLING HILLS ESTS. CITY HALL
4045 PALOS VERDES DR.
ROLLING HILLS ESTS., CA 90274

CITY ATTORNEY
ROSEMEAD CITY HALL
8838 E. VALLEY BLVD.
ROSEMEAD, CA 91770

CITY CLERK
ROSEMEAD CITY HALL
8838 E. VALLEY BLVD.
ROSEMEAD, CA 91770

CITY CLERK
SAN BERNARDINO CITY HALL
300 NO. "D" STREET
SAN BERNARDINO, CA 92418

CITY ATTORNEY
SAN BERNARDINO CITY HALL
300 NO. "D" STREET
SAN BERNARDINO, CA 92418

CITY ATTORNEY
SAN CLEMENTE CITY HALL
100 AVENIDA PRESIDIO
SAN CLEMENTE, CA 92672

CITY CLERK
SAN CLEMENTE CITY HALL
100 AVENIDA PRESIDIO
SAN CLEMENTE, CA 92672

CITY ATTORNEY
SAN DIMAS CITY HALL
245 E. BONITA AVE.
SAN DIMAS, CA 91773

CITY CLERK
SAN DIMAS CITY HALL
245 E. BONITA AVE.
SAN DIMAS, CA 91773

CITY ATTORNEY
SAN FERNANDO CITY HALL
117 MACNEIL ST.
SAN FERNANDO, CA 91340

CITY CLERK
SAN FERNANDO CITY HALL
117 MACNEIL ST.
SAN FERNANDO, CA 91340

CITY ATTORNEY
SHAFTER CITY HALL
336 PACIFIC AVE.
SHAFTER, CA 93263

CITY CLERK
SHAFTER CITY HALL
336 PACIFIC AVE.
SHAFTER, CA 93263

CITY ATTORNEY
SAN JACINTO CITY HALL
595 S. SAN JACINTO
SAN JACINTO, CA 92383

CITY CLERK
SAN JACINTO CITY HALL
595 S. SAN JACINTO
SAN JACINTO, CA 92383

CITY ATTORNEY
SAN JUAN CAPISTRANO CITY HALL
32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675

CITY CLERK
SAN JUAN CAPISTRANO CITY HALL
32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675

CITY ATTORNEY
SAN LUIS OBISPO CITY HALL
990 PALM STREET
SAN LUIS OBISPO, CA 93401

CITY CLERK
SAN LUIS OBISPO CITY HALL
990 PALM ST.
SAN LUIS OBISPO, CA 93401

CITY ATTORNEY
SAN MARINO CITY HALL
2200 HUNTINGTON DR.
SAN MARINO, CA 91108

CITY CLERK
SAN MARINO CITY HALL
2200 HUNTINGTON DR.
SAN MARINO, CA 91108

CITY ATTORNEY
SANGER CITY
1700 7TH STREET
SANGER, CA 93657

CITY CLERK
SANGER CITY
1700 7TH STREET
SANGER, CA 93657

CITY ATTORNEY
SANTA ANA CITY HALL
22 CIVIC CENTER PLAZA
SANTA ANA, CA 92701

CITY CLERK
SANTA ANA CITY HALL
22 CIVIC CENTER PLAZA
SANTA ANA, CA 92701

CITY ATTORNEY
SANTA BARBARA CITY HALL
DE LA GUERRA PLAZA
SANTA BARBARA, CA 93102

CITY CLERK
SANTA BARBARA CITY HALL
DE LA GUERRA PLAZA
SANTA BARBARA, CA 93102

CITY ATTORNEY
SANTA CLARITA CITY
23920 VALENCIA BLVD., #300
SANTA CLARITA, CA 91355

CITY CLERK
SANTA CLARITA CITY
23920 VALENCIA BLVD., #300
SANTA CLARITA, CA 91355

CITY ATTORNEY
SANTA FE SPRINGS CITY HALL
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670

CITY CLERK
SANTA FE SPRINGS CITY HALL
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670

CITY ATTORNEY
SANTA MARIA CITY HALL
110 EAST COOK ST.
SANTA MARIA, CA 93454

CITY CLERK
SANTA MARIA CITY HALL
110 EAST COOK ST.
SANTA MARIA, CA 93454

CITY ATTORNEY
SANTA MONICA CITY HALL
1685 MAIN ST.
SANTA MONICA, CA 90401

CITY CLERK
SANTA MONICA CITY HALL
1685 MAIN ST.
SANTA MONICA, CA 90401

CITY ATTORNEY
SANTA PAULA CITY HALL
970 VENTURA ST.
SANTA PAULA, CA 93060

CITY CLERK
SANTA PAULA CITY HALL
970 VENTURA ST.
SANTA PAULA, CA 93060

CITY ATTORNEY
SEAL BEACH CITY HALL
211 8TH ST.
SEAL BEACH, CA 90740

CITY CLERK
SEAL BEACH CITY HALL
211 8TH ST.
SEAL BEACH, CA 90740

CITY ATTORNEY
SELMA CITY HALL
1814 TUCKER ST.
SELMA, CA 93662

CITY CLERK
SELMA CITY HALL
1814 TUCKER ST.
SELMA, CA 93662

CITY ATTORNEY
TULARE CITY
411 E. KERN AVE.
TULARE, CA 93274

CITY CLERK
TULARE CITY
411 E. KERN AVE.
TULARE, CA 93274

CITY ATTORNEY
SIERRA MADRE CITY HALL
232 W. SIERRA MADRE BLVD.
SIERRA MADRE, CA 91024

CITY CLERK
SIERRA MADRE CITY HALL
232 W. SIERRA MADRE BLVD.
SIERRA MADRE, CA 91024

CITY ATTORNEY
SIGNAL HILL CITY HALL
2175 CHERRY AVE.
SIGNAL HILL, CA 90806

CITY CLERK
SIGNAL HILL CITY HALL
2175 CHERRY AVE.
SIGNAL HILL, CA 90806

CITY ATTORNEY
SIMI VALLEY CITY HALL
2929 TAPO CANYON RD.
SIMI VALLEY, CA 93065

CITY CLERK
SIMI VALLEY CITY HALL
2929 TAPO CANYON RD.
SIMI VALLEY, CA 93065

CITY ATTORNEY
SOLVANG CITY HALL
1644 OAK STREET
SOLVANG, CA 93463

CITY CLERK
SOLVANG CITY HALL
1644 OAK STREET
SOLVANG, CA 93463

CITY ATTORNEY
SOUTH EL MONTE CITY HALL
1415 SANTA ANITA DR.
SOUTH EL MONTE, CA 91733

CITY CLERK
SOUTH EL MONTE CITY HALL
1415 SANTA ANITA DR.
SOUTH EL MONTE, CA 91733

CITY ATTORNEY
SOUTH GATE CITY HALL
8650 CALIFORNIA AVE.
SOUTH GATE, CA 90280

CITY CLERK
SOUTH GATE CITY HALL
8650 CALIFORNIA AVE.
SOUTH GATE, CA 90280

CITY ATTORNEY
SOUTH PASADENA CITY HALL
1414 MISSION STREET
SOUTH PASADENA, CA 91030

CITY CLERK
SOUTH PASADENA CITY HALL
1414 MISSION STREET
SOUTH PASADENA, CA 91030

CITY ATTORNEY
STANTON CITY HALL
7800 KATELLA ST.
STANTON, CA 90680

CITY CLERK
STANTON CITY HALL
7800 KATELLA ST.
STANTON, CA 90680

CITY ATTORNEY
TAFT CITY HALL
209 E. KERN ST.
TAFT, CA 93268

CITY CLERK
TAFT CITY HALL
209 E. KERN ST.
TAFT, CA 93268

CITY ATTORNEY
TEHACHAPI CITY HALL
115 SO. ROBINSON ST
TEHACHAPI, CA 93561

CITY CLERK
TEHACHAPI CITY HALL
115 SO. ROBINSON ST
TEHACHAPI, CA 93561

CITY ATTORNEY
TEMECULA CITY
P. O. BOX 9033
TEMECULA, CA 92589-9033

CITY CLERK
TEMECULA CITY
P. O. BOX 9033
TEMECULA, CA 92589-9033

CITY ATTORNEY
TEMPLE CITY CITY HALL
9701 LAS TUNAS
TEMPLE CITY, CA 91780

CITY CLERK
TEMPLE CITY CITY HALL
9701 LAS TUNAS
TEMPLE CITY, CA 91780

CITY ATTORNEY
THOUSAND OAKS CITY HALL
2100 E. THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91362

CITY CLERK
THOUSAND OAKS CITY HALL
2100 E. THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91362

CITY ATTORNEY
TORRANCE CITY HALL
3031 TORRANCE BLVD.
TORRANCE, CA 90503

CITY CLERK
TORRANCE CITY HALL
3031 TORRANCE BLVD.
TORRANCE, CA 90503

CITY ATTORNEY
WOODLAKE CITY HALL
350 NO. VALENCIA BLVD.
WOODLAKE, CA 93286

CITY CLERK
WHITTIER CITY HALL
13230 PENN ST.
WHITTIER, CA 96062

CITY ATTORNEY
TUSTIN CITY HALL
300 CENTENNIAL WAY
TUSTIN, CA 92680

CITY CLERK
TUSTIN CITY HALL
300 CENTENNIAL WAY
TUSTIN, CA 92680

CITY ATTORNEY
UPLAND CITY HALL
460 NO. EUCLID AVE.
UPLAND, CA 91786

CITY CLERK
UPLAND CITY HALL
460 NO. EUCLID AVE.
UPLAND, CA 91786

CITY ATTORNEY
VENTURA CITY HALL
P. 0. BOX 99
VENTURA, CA 93002

CITY CLERK
VENTURA CITY HALL
P. 0. BOX 99
VENTURA, CA 93002

CITY ATTORNEY
VERNON CITY HALL
4305 SANTA FE AVE.
VERNON, CA 90058

CITY CLERK
VERNON CITY HALL
4305 SANTA FE AVE.
VERNON, CA 90058

CITY CLERK
CITY OF ALISO VIEJO
12 JOURNEY, SUITE 100
ALISO VIEJO, CA 92656

CITY ATTORNEY
WHITTIER CITY HALL
13230 PENN ST.
WHITTIER, CA 96062

CITY ATTORNEY
VILLA PARK CITY HALL
17855 SANTIAGO BLVD.
VILLA PARK, CA 92667

CITY CLERK
VILLA PARK CITY HALL
17855 SANTIAGO BLVD.
VILLA PARK, CA 92667

CITY ATTORNEY
VISALIA CITY HALL
707 W. ACEQUIA ST.
VISALIA, CA 93291

CITY CLERK
VISALIA CITY HALL
707 W. ACEQUIA ST.
VISALIA, CA 93291

CITY ATTORNEY
WALNUT CITY HALL
21201 LA PUENTE RD.
WALNUT, CA 91789

CITY CLERK
WALNUT CITY HALL
21201 LA PUENTE RD.
WALNUT, CA 91789

CITY ATTORNEY
WASCO CITY HALL
746 8th STREET
WASCO, CA 93280

CITY CLERK
WASCO CITY HALL
746 8th STREET
WASCO, CA 93280

CITY ATTORNEY
WEST COVINA CITY HALL
1444 W. GARVEY AVE.
WEST COVINA, CA 91790

CITY CLERK
WEST COVINA CITY HALL
1444 W. GARVEY AVE.
WEST COVINA, CA 91790

CITY ATTORNEY
WEST HOLLYWOOD CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA 90069

CITY CLERK
WEST HOLLYWOOD CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA 90069

CITY ATTORNEY
WESTLAKE VILLAGE CITY HALL
31200 OAK CREST DRIVE
WEST LAKE VILLAGE, CA 91361

CITY CLERK
WESTLAKE VILLAGE CITY HALL
31200 OAK CREST DRIVE
WEST LAKE VILLAGE, CA 91361

CITY ATTORNEY
WESTMINSTER CITY HALL
8200 WESTMINSTER AVE.
WESTMINSTER, CA 92683

CITY CLERK
WESTMINSTER CITY HALL
8200 WESTMINSTER AVE.
WESTMINSTER, CA 92683

CITY ATTORNEY
WESTMORLAND CITY HALL
355 SO. CENTER ST.
WESTMORLAND, CA 92281

CITY CLERK
WESTMORLAND CITY HALL
355 SO. CENTER ST.
WESTMORLAND, CA 92281

CITY CLERK
YUCCA VALLEY CITY HALL
57090 29 PALMS HIGHWAY
YUCCA VALLEY, CA 92284

CITY ATTORNEY
YUCCA VALLEY CITY HALL
57090 29 PALMS HIGHWAY
YUCCA VALLEY, CA 92284

CITY CLERK
YORBA LINDA CITY HALL
P. O. BOX 87014
YORBA LINDA, CA 92685

CITY CLERK
YUCAIPA CITY
34272 YUCAIPA BLVD.
YUCAIPA, CA 92399

CITY ATTORNEY
CALABASAS CITY HALL
100 CIVIC CENTER WAY
CALABASAS, CA 91302

CITY CLERK
CALIMESA CITY HALL
908 PARK AVENUE
CALIMESA, CA 92320

CITY ATTORNEY
LAGUNA HILLS CITY HALL
24035 EL TORO RD.
LAGUNA HILLS, CA 92653

CITY CLERK
LAGUNA WOODS CITY HALL
24264 EL TORO RD
LAGUNA WOODS, CA 92653-3488

CITY ATTORNEY
MALIBU CITY HALL
23815 STUART RANCH RD
MALIBU, CA 90265

CITY CLERK
TWENTYNINE PALMS CITY HALL
6136 ADOBE ROAD
TWENTYNINE PALMS, CA 92760

CITY ATTORNEY
YORBA LINDA
P.O. BOX 87014
YORBA LINDA, CA 92885

CITY ATTORNEY
BUELLTON CITY HALL
P.O. BOX 1819
BUELLTON, CA 93427

CITY CLERK
CALABASAS CITY HALL
100 CIVIC CENTER WAY
CALABASAS, CA 91302

CITY ATTORNEY
CHINO HILLS CITY HALL
2001 GRAND AVENUE
CHINO HILLS, CA 91709-4869

CITY CLERK
LAGUNA HILLS CITY HALL
24035 EL TORO RD.
LAGUNA HILLS, CA 92653

CITY CLERK
LAKE FOREST CITY HALL
25550 COMMERCENTRE DR., #100
LAKE FOREST, CA 92630

CITY CLERK
MALIBU CITY HALL
23815 STUART RANCH ROAD
MALIBU, CA 90265

CITY CLERK
WOODLAKE CITY HALL
350 NO. VALENCIA BLVD.
WOODLAKE, CA 93286

CITY ATTORNEY
YUCAIPA CITY
34272 YUCAIPA BLVD.
YUCAIPA, CA 92399

CITY CLERK
BUELLTON CITY HALL
P.O. BOX 1819
BUELLTON, CA 93427

CITY ATTORNEY
CALIMESA CITY HALL
908 PARK AVENUE
CALIMESA, CA 92320

CITY CLERK
CHINO HILLS CITY HALL
2001 GRAND AVENUE
CHINO HILLS, CA 91709-4869

CITY ATTORNEY
LAGUNA WOODS CITY HALL
24035 EL TORO RD.
LAGUNA HILLS, CA 92653-3488

CITY CLERK
LAKE FOREST CITY HALL
25550 COMMERCENTRE DR., #100
LAKE FOREST, CA 92630

CITY ATTORNEY
TWENTYNINE PALMS CITY HALL
6136 ADOBE ROAD
TWENTYNINE PALMS, CA 92760