CityofDowney

Tuesday, February 24, 2026

CITY COUNCIL MEETING

CITY COUNCIL

MAYOR
CLAUDIA M. FROMETA

MAYOR PRO TEM
HORACIO ORTIZ

COUNCIL MEMBERS
DOROTHY PEMBERTON
HECTOR SOSA
MARIO TRUJILLO

Regular Meeting
6:30 p.m. - Open Session

Council Chambers
11111 Brookshire Avenue
Downey, CA 90241

Notice regarding Public Comment: In order to ensure that limited English proficiency speakers receive the same opportunity to directly address the City Council, the City of Downey will continue to follow Government Code Section 54954.3(b)(2) and provide limited English proficiency speakers double the allotted time to make their public comments utilizing a translator during public meetings of the City Council. All other speakers will be given the allotted 3-minute speaking time for public hearing and closed session items, and one 3-minute speaking time for agenda, consent calendar and non-agenda items established by the Downey Municipal Code. To request oral language interpretation at a City Council meeting contact the City Clerk's Office at (562) 904-7280, 48-hours in advance of the meeting.

CALL TO ORDER THE REGULAR CITY COUNCIL MEETING - OPEN SESSION - 6:30 P.M.

ROLL CALL

Council Members Pemberton, Sosa, Trujillo, Mayor Pro Tem Ortiz, Mayor Frometa

INVOCATION

Pastor Dan Dutch, Desert Reign Church

FLAG SALUTE

Girl Scouts Troop 2903

PRESENTATIONS

PUBLIC HEARINGS

1. PUBLIC HEARING TO CONSIDER A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH MR. C'S TOWING FOR TOWING AND STORAGE SERVICES

That the City Council:

Adopt Resolution No. 26-8337, approving a Franchise Agreement for towing and storage services with Mr. C's Towing.

PUBLIC COMMENT ON AGENDA, CONSENT CALENDAR, AND NON-AGENDA ITEMS

This portion provides an opportunity for the public to address the City Council on agenda, consent calendar and items not listed on the agenda within the jurisdiction of the City Council. It is requested, but not required, that you state your name, address and subject matter upon which you wish to speak. Please limit your comments to no more than three (3) minutes, unless otherwise limited by the Mayor for good cause including number of speakers, as permitted by the City's meeting rules. The total public comment period is limited to 30 minutes. Pursuant to the Brown Act, no discussion or action, other than a brief response, referral to the City Manager/staff or schedule for a subsequent agenda, shall be taken by the City Council/Agency on any issue brought forth under this section.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a City Council Member requests an item be removed. Removed items will be considered following approval of the Consent Calendar.

2. APPROVAL OF COUNCIL MEETING MINUTES

Regular Meeting of April 22, 2025.

3. APPROVAL OF WARRANTS ISSUED

Warrant Nos. 396503-396932; Payroll Wire Nos. 30004675-30004676, 30004678; 30004663; 30004669-30004670; EFT Nos. 15548-15616; Manual Wire No. 2799; and, Cashier's Check Nos. 91203-91205, in the total amount of $6,357,633.08.

4. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT CONSTRUCTION BIDS FOR THE CITYWIDE SLURRY SEAL PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 26-03

That the City Council:

Approve plans and specifications, and authorize solicitation, for construction bids for the Citywide Slurry Seal Project, CIP No. 26-03.

5. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BE SOCIAL PRODUCTIONS FOR THE LOS ANGELES WORLD CUP 26 FAN ZONE AT THE CITY OF DOWNEY

That the City Council:

1. Approve a professional services agreement with Be Social Productions for the Los Angeles World Cup 26 Fan Zone within the City of Downey, for a contract term beginning February 24, 2026 through July 30, 2026; and,

2. Authorize the City Manager to execute all amendments to the agreement.

6. APPROVAL OF REIMBURSEMENT AGREEMENT WITH THE DOWNEY KIWANIS FOUNDATION FOR PLAYGROUND RENOVATIONS AT RIO SAN GABRIEL PARK

That the City Council:

Authorize the City Manager to execute a Reimbursement Agreement with the Downey Kiwanis Foundation for $300,000, over four years, for the playground renovation project at Rio San Gabriel Park.

7. ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY FIRE MANAGEMENT ASSOCIATION

That the City Council:

Adopt Resolution No. 26-8338, approving the Memorandum of Understanding between the City of Downey and the Downey Fire Management Association (January 1, 2026 – December 31, 2029).

8. ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY POLICE OFFICERS' ASSOCIATION

That the City Council:

Adopt Resolution No. 26-8339, approving the Memorandum of Understanding between the City of Downey and the Downey Police Officers' Association (January 1, 2026 – December 31, 2029).

9. FISCAL YEAR 2025-2026 SECOND QUARTER PROGRESS REPORT OF THE DOWNEY FORWARD 2030 STRATEGIC PLAN

That the City Council:

Receive and file the Downey Forward 2030 Strategic Plan second quarter progress report for Fiscal Year 2025-2026.

10. ACCEPTANCE OF A COMMEMORATIVE BENCH DONATION FROM THE DOWNEY LOS AMIGOS KIWANIS CLUB

That the City Council:

Accept the donation of a bench from the Downey Los Amigos Kiwanis Club.

ADMINISTRATIVE REPORTS: None.

CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS

CITY MANAGER/STAFF MEMBER COMMENTS

ADJOURNMENT

In memory of Reverend Jesse Jackson, 84, American civil rights activist; and, Sheriff Deputy Brian Sneed, 12-year veteran of the Los Angeles County Sheriff's Department serving the West Hollywood Station, who passed away while off-duty.

FUTURE COUNCIL REQUESTED ITEMS

1. Reimbursement options for outside meetings/conference – (M. Trujillo)
2. Options for limiting live music at residential properties – (D. Pemberton)
3. Research a Talent Show for Downey – (M. Trujillo)
4. Study adding crosswalks at Castana Ave. near Golden Park – (H. Ortiz)
5. Traffic survey on Cecilia St. from Pangborn Ave. to Woodruff Ave. – (H. Sosa)
6. Review CUP fee structure for small businesses in Downey – (H. Sosa)
7. Conduct speed survey on Fontana St. between Brookshire Ave. and Patton Rd. – (H. Ortiz)
8. Traffic Study for crosswalks by Furman Park – (D. Pemberton)
9. Conduct a survey of traffic signs and stop signs along Brookshire Ave. – (H. Ortiz)
10. Research adding crosswalk on Florence Ave. between Arrington Ave. and Vultee St. – (C. Frometa)
11. Evaluate road conditions on Stewart & Gray Rd. from Garfield Ave. – (H. Sosa)
12. Evaluate a Hotel Users Tax – (M. Trujillo)

Supporting documents are available at: City Hall-City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m. Video streaming of the meeting is available on the City's website. In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in this meeting, complete the City's Title II ADA Reasonable Accommodation Form located on the City's website and at City Hall - City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m., and submit to the City Clerk's Department or contact **(562) 904-7280** or TTY 7-1-1, **48 business hours prior to the City Council meeting**.

The City of Downey prohibits discrimination on the basis of disability in any of its program and services. For questions, concerns, complaints, or for additional information regarding the ADA, contact the City's ADA/Section 504 Coordinator at ADACoordinator@downeyca.org: Phone: (562) 299-6619; or TTY at 7-1-1.

In compliance with Title VI of the Civil Rights Act, the City of Downey prohibits discrimination of any person in any of its program and services. If written language translation of City agendas or minutes, or for oral language interpretation at a City meeting is needed, contact the City Clerk's Office at (562) 904-7280, or (562) 299-6619, **48 business hours prior to the meeting.**

En cumplimiento con el Título VI de la Ley de Derechos Civiles, la Ciudad de Downey prohíbe la discriminación de cualquier persona en todos sus programas y servicios. En caso de necesitar una traducción escrita de las órdenes del día o las actas de las reuniones de la ciudad, o para solicitar un intérprete oral para una reunión de la ciudad, comuníquese a la oficina de la secretaria de la Ciudad al (562) 904-7280, o al (562) 299-6619, en el horario de atención comercial, **48 horas antes de la reunión.**

I, Maria Alicia Duarte, CMC, City Clerk, City of Downey, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., at the following locations: Downey City Hall, Downey City Library, and Barbara J. Riley Community and Senior Center.

Maria Alicia Duarte, CMC, City Clerk

To view the livestream of the Regular Meeting at 6:30 p.m.:

Zoom Teleconference: (888) 788-0099 or (877) 853-5247

Meeting ID: 842 8892 3601

Link: https://us06web.zoom.us/j/84288923601

YouTube: https://www.youtube.com/c/DowneyCityCouncilMeetings

Members of the public wishing to submit written public comment can do so by sending an email to ccpubliccomment@downeyca.org or by submitting their written comments to the City Clerk's Office in person no later than 2:00 p.m. on the day of the meeting.

Note: All written public comments received shall become public record as defined under the California Public Records Act.

To view the recording of the City Council Meeting at a later time:
https://www.youtube.com/@cityofdowneycouncilmeetings/streams

Date Posted: February 19, 2026

Item No. 1.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**SCOTT LOUGHNER, POLICE CHIEF**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**PUBLIC HEARING TO CONSIDER A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH MR. C'S TOWING FOR TOWING AND STORAGE SERVICES**

EXECUTIVE SUMMARY

The City Council will consider adopting Resolution No. 26-8337, approving a franchise agreement for towing and storage services with Mr. C's Towing for a three-year term beginning March 28, 2026 and ending March 27, 2029. This agreement is necessary to ensure continued towing services as the previous franchise agreement is set to expire on March 27, 2026.

RECOMMENDATION

That the City Council:

Adopt Resolution No. 26-8337, approving a Franchise Agreement for towing and storage services with Mr. C's Towing.

BACKGROUND

The Police Department relies on contracted towing and vehicle storage services to support daily enforcement operations, including traffic collisions, abandoned vehicles, impounds, and the secure storage of vehicles held as evidence. The City's current towing and storage franchise agreement expires on March 27, 2026. In order to ensure continuity of service and avoid any lapse in police towing operations, the City initiated a formal procurement process to establish new franchise agreements prior to the expiration of the existing contract.

Accordingly, the City issued a Request for Proposals (RFP) seeking qualified private towing contractors to provide non-consensual towing and vehicle storage services for the Downey Police Department under a non-exclusive franchise model. The RFP was structured to ensure the City maintains reliable, 24-hour towing and storage services for: vehicles involved in collisions, abandoned or inoperable vehicles, evidence holds, and other lawfully authorized police tows. Proposers were required to have a minimum of three years of municipal towing experience and to demonstrate adequate staffing, equipment, facilities, insurance, and financial stability. Proposals were submitted electronically through the City's PlanetBids system and evaluated by Police Department management staff based on experience, qualifications, responsiveness, references, cost structure, and the ability to meet the City's operational and public safety needs.

The proposed franchise agreement has a three-year term commencing March 28, 2026. Franchisees must meet defined response-time standards, maintain secure storage facilities for police-hold vehicles, comply with California Highway Patrol towing rate schedules, and adhere to detailed operational and customer service requirements. The agreements also require franchisees to provide certain services at no cost to the City, including towing and storage of vehicles held as evidence and emergency assistance for City vehicles. In addition, franchisees are required to remit a franchise fee equal to 20 percent of gross revenues derived from City-initiated tows, which helps offset the City's administrative and oversight costs associated with the towing program.

ANALYSIS

The City's existing police towing and storage services agreement is set to expire on March 27. 2026. In anticipation of this expiration date, the Police Department initiated a formal Request for Proposals (RFP) on September 9, 2025, to ensure a renewal could be conducted in a timely manner with no service interruptions. The RFP was posted for the required 30-day period and closed on October 11, 2025. The solicitation outlined minimum qualifications, operational requirements, facility standards, response times, and evaluation criteria necessary to ensure the continuation of reliable, secure, and professional towing and storage services in support of police operations. A total of three proposals were received and evaluated by Police Department management staff in accordance with the criteria set forth in the RFP.

One proposal was submitted by Titan Transportation, Inc., who had been the Downey Police Department's towing and storage services provider since 2009. However, in October of 2025, Titan Transportation, Inc., advised us they no longer had a lease at their current location and could no longer meet the requirements of the agreement. Titan Transportation, Inc., attempted to secure a different viable location within the City or nearby location to store vehicles but were unable to locate one. Titan Transportation, Inc., has since closed down and does not meet the minimum requirements of the RFP.

A second proposal was submitted by Astro Tow, a tow company based in Bellflower. Upon review, this proposer was disqualified for failure to meet the RFP's minimum facility requirements. Specifically, the company's storage lot was not of sufficient size to accommodate police impounded vehicles, and it lacked secure facilities necessary for the storage of sensitive and evidentiary vehicles. Although the proposer indicated an intent to expand and construct facilities in the future, the required infrastructure did not exist at the time of evaluation and therefore did not satisfy the RFP's mandatory criteria.

The third proposal was submitted by Mr. C's Towing, which met all minimum qualifications and requirements outlined in the RFP. Mr. C's Towing operates a facility located within a reasonable distance of the City of Downey, near Firestone Boulevard and the Interstate 710 Freeway, allowing for timely response to Police requests and convenient access for both Police Department personnel and members of the public. The company is well established as a municipal police towing and storage services provider and currently serves several neighboring agencies, including the Montebello, Bell Gardens, and South Gate Police Departments. Police Department staff contacted representatives from these agencies, all of whom provided strong positive feedback regarding Mr. C's Towing's professionalism, response times, quality of service, and community involvement.

Mr. C's Towing began providing towing and storage services to the Downey Police Department on an emergency basis effective October 15, 2025. Over the past few months, Mr. C's Towing has performed these services in a prompt, professional, and reliable manner. Staff report consistently prompt response times, and diligent safeguarding of sensitive vehicles, including the successful transfer and secure storage of more than 40 evidentiary vehicles previously held by Titan Transportation, Inc.

In accordance with Downey City Charter Section 1403, a public hearing is being conducted to hear all persons wishing to be heard regarding the granting of the proposed franchise agreement. Notice of the public hearing was published in the Downey Patriot on February 12, 2026, in compliance with legal requirements. All additional procedural requirements set forth in Chapter 12 of the Downey Municipal Code have been satisfied, and a resolution consistent with Section 6972(a) has been prepared for Council consideration.

Based on the results of the RFP process, Mr. C's Towing's demonstrated qualifications, positive performance history with other law enforcement agencies, and the Police Department's direct experience with the company during the emergency service period, staff recommends approval of a non-exclusive franchise agreement with Mr. C's Towing for a three-year term beginning March 28, 2026 and ending March 27, 2029.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in no cost to the City for towing and storage services under the proposed franchise agreement . There is an established franchise fee of 20% of the tow operator's gross revenues for services provided to the City, which on average is approximately $60,000 annually. Franchise fee revenues are recorded in General Fund revenue account no. 10-3-7533. This fee is established to recover actual and reasonable costs in administering the Towing Service Franchise Program and this Agreement. In addition, Mr. C's shall provide emergency service for City vehicles and store vehicles for evidentiary purposes at no charge to the City.

Attachments

Attachment A: Resolution No. 26-8337 - Approving Franchise Agreement for Towing and Storage Services with Mr. C's Towing

Attachment B: Franchise Agreement Between the City of Downey and Mr. C's Towing for Towing and Storage Services

Attachment C: RFP Towing and Storage Services 2025

RESOLUTION NO. 26-8337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING A FRANCHISE AGREEMENT FOR TOWING AND STORAGE SERVICES WITH MR. C'S TOWING

WHEREAS, under Section 1400 of the Downey City Charter, the City Council "may grant a franchise to any person, partnership, corporation, or other legal entity capable of exercising the privilege conferred, whether operating under an existing franchise or not, and may prescribe the terms, conditions, and limitations of such grant, including the compensation to be paid in the City therefor"; and

WHEREAS, Chapter 12 of Article VI of the Downey Municipal Code establishes a Towing Service Franchise Program which authorizes the City Council to grant, at its discretion, a nonexclusive franchise to one or more tow truck operators to provide towing and storage services to the Downey Police Department and to charge a franchise fee pursuant to California Vehicle Code Section 12110(b); and

WHEREAS, pursuant to Section 1403 of the City Charter, before granting any franchise, the City Council must pass a resolution declaring its intention to do so and fixing the time, date, and place for a public hearing at which the matter will be considered; and,

WHEREAS, on February 10, 2026, the City Council adopted a Resolution declaring its intention to grant a franchise to Mr. C's Towing for towing and storage services and fixing a public hearing for that purpose for February 24, 2026; and

WHEREAS, on February 24, 2026, the City Council held a duly noticed public hearing to consider granting a franchise agreement to Mr. C's Towing for towing and storage services upon the terms and conditions specified in Downey Municipal Code Section 6974 and those specified in the proposed franchise agreement.

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

SECTION 1. The City Council hereby approves the franchise agreement with Mr. C's Towing for towing and storage services for a three-year period commencing March 28, 2026 through March 27, 2029, a copy of which is attached as Exhibit A.

SECTION 2. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this 24th day of February, 2026.

_____
CLAUDIA M. FROMETA, Mayor

ATTEST:

_____
MARIA ALICIA DUARTE, CMC
City Clerk

APPROVED AS TO FORM:

JOHN M. FUNK
City Attorney

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 24th day of February, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

MARIA ALICIA DUARTE, CMC
City Clerk

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FRANCHISE AGREEMENT
BETWEEN THE CITY OF DOWNEY AND
MR. C'S TOWING FOR TOWING AND STORAGE SERVICES

This Franchise Agreement ("Agreement"), is entered into on MARCH 28, 2026 ("Effective Date") by and between the CITY OF DOWNEY, a Municipal Corporation and Charter City, hereinafter referred to as "City," and MR. C'S TOWING, INC., a California corporation, hereinafter referred to as "Franchisee" and collectively referred to herein as the "Parties".

RECITALS

A. Pursuant to California Vehicle Code section 22660, City has the authority to grant a franchise to a tow truck operator for towing and storage services required for the abatement and removal as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private or public property within the boundaries of City.

B. California Vehicle Code section 12110(b) allows City to require a fee in connection with the award of a franchise for towing vehicles on its behalf provided that the fee does not exceed the amount necessary to reimburse the City for its actual and reasonable costs incurred in connection with the towing program.

C. Chapter 12 of Article VI of the Downey Municipal Code establishes a Towing Service Franchise Program which authorizes the City Council to grant, at its discretion, a nonexclusive franchise to one or more tow truck operators to provide towing and storage services to the City and to charge a franchise fee pursuant to a franchise agreement.

D. For the purpose of insuring the continued protection and preservation of the public health, welfare and convenience of the City, City desires to grant Franchisee a nonexclusive franchise agreement for towing services as defined herein within the City.

E. Franchisee desires to provide such towing services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the covenants and conditions hereinafter contained, City and Franchisee mutually agree as follows:

1. INCORPORATION OF RECITALS.

The Recitals set forth above constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth herein.

2. GRANT OF FRANCHISE.

City hereby grants a Franchise to Franchisee to provide Towing Services, as defined in Section 3. Franchisee shall have throughout the term of this Agreement the nonexclusive right to engage in the business of providing Towing Services requested by City within the boundaries of City as the same now exist, and within any territory City hereafter annexes, except to the extent that towing services within such territory annexed would be unlawful or violate the legal rights of another person.

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3. SCOPE OF TOWING SERVICES.

During the term of this Agreement, Franchisee shall provide the following Towing Services ("Towing Services") to City:

A. Removing illegally parked vehicles;

B. Towing inoperative vehicles as a result of traffic accident;

C. Towing vehicles as a result of mechanical breakdowns;

D. Storing or impounding vehicles for investigations, evidence, or violation of the law or for any other lawful purpose;

E. Remove vehicle debris from accident scene;

F. Cover oil and vehicle fluids with sand at accident scenes.

G. Change vehicle tires;

H. Maintaining tow records of stored and impounded vehicles;

I. Provide secured storage lot for stored and impounded vehicles;

J. Provide service to start drained car battery or other vehicle malfunctions;

K. Unlock vehicles.

L. Periodically provide the deployment of trucks for special events such as sobriety check points, street fairs and parades.

4. EFFECTIVE DATE OF AGREEMENT.

The term of this Agreement shall commence on March 28, 2026, and terminate on March 27, 2029, unless sooner terminated pursuant to the terms of this Agreement.

5. NONEXCLUSIVE FRANCHISE.

Franchisee shall have the nonexclusive right to receive calls from the City subject to the terms and conditions of this Agreement, to provide Towing Services for vehicles which are involved in accidents, disabled, abandoned, impounded for evidence, impeding the flow of traffic or otherwise subject to being non-consensually towed and stored at the direction of the City. If the enters into more than one nonexclusive franchise agreement with a franchisee, Franchisee understands that Towing Services shall be provided by franchisees on a rotating basis as determined by the Chief of Police or his/her designee.

6. BASIS FOR ACCEPTANCE OF SERVICE.

The Chief of Police, or his/her designee, has the final authority to determine disputes as to the ability or authority of Franchisee to perform Tow Services for the City. If it is determined that Towing Services are not needed and are canceled by City, acting by and through the Downey Police Department, up to, and including arrival at the scene, there shall be no charges assessed to City by Franchisee for the request.

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7. LOCATION OF TOWING AND STORAGE YARD FACILITIES AND BUSINESS OFFICE.

The Franchisee shall maintain a business office and primary storage facility in or within a reasonable distance of the City of Downey to ensure that required response times are consistently met. The location does not need to be within City limits; however, it must be close enough to allow the Franchisee to respond to calls for service without delay and in compliance with the performance standards set forth in this Agreement. In addition, the facility must be located so that it is readily accessible to both police personnel and members of the public who need to retrieve vehicles or conduct business with the Franchisee. The business office and primary storage lot must be in compliance with all specifications set forth in the sample Franchise Agreement attached hereto. The primary storage lot must also be in compliance with all other applicable City, State, and Federal regulations relating to the operation and maintenance of tow service business.

If the Franchisee maintains a secondary storage facility, it shall also be located within a reasonable distance of the City of Downey. The secondary facility must be close enough to allow the Franchisee to transfer or retrieve vehicles without delay, ensure timely response to Police Department needs, and provide convenient access for police personnel and members of the public. The secondary storage lot must also be in compliance with the specifications set forth in the sample Franchise Agreement and all applicable City, State, and Federal regulations relating to the operation and maintenance of a tow service business.

The Police Department may inspect any storage and business facility to ensure it meets all specifications.

8. COMPLIANCE WITH LAWS.

Franchisee must at all times throughout the term of this Agreement, comply with the terms of this Agreement, all state and federal laws, and all current and subsequently enacted towing ordinances, rules or regulations enacted by City that are applicable to Franchisee.

9. BUSINESS LICENSE.

Franchisee shall possess a valid City Business License prior to providing Towing Services under this Agreement.

10. RESPONSE TIME.

During the term of this Agreement, Franchisee shall arrive at the site at which the vehicle to be towed is located within twenty (20) minutes of a verbal request for service by a member of the Downey Police Department, or other authorized City personnel. Franchisee shall be available for requests for service by the Downey Police Department or other authorized City personnel, 24 hours per day, 7 days per week, 365 days per year, including holidays and weekends. No exceptions.

The Franchisee shall notify the Police Department Communications Center when a tow unit cannot respond within the 20-minute time period. The operator must give reason and an estimated time of arrival. In the event that the tow vehicle is unable or does not arrive within 30 minutes of time of call, the Downey Police Department reserves that right to request towing services from another tow company.

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11. STAFFING.

Franchisee shall maintain at least two (2) qualified tow truck drivers to respond to requests for service by the Downey Police Department or other authorized personnel at all times.

12. PERSONNEL TRAINING - QUALIFICATIONS.

Franchisee's tow truck drivers must be sufficiently trained to ensure the safe and proper discharge of the responsibilities set forth in this Agreement. To ensure the proper qualifications of Franchisee's tow truck drivers, Franchisee agrees to the following terms:

A. Driver Information. Franchisee shall provide the name, date of birth, current photo and valid California driver's license number of all drivers employed by Franchisee in writing to the Downey Police Department Field Operations Captain. Franchisee shall notify the Downey Police Department Field Operations Captain, or his/her designee, in writing of any new drivers or any change in employment status of a current driver within five (5) days of their date of hire or change in employment status.

B. Pull Notice Program. Franchisee shall participate in the Employer Pull Notice Program through the Department of Motor Vehicles. Franchisee shall notify the Downey Police Department Field Operations Captain, or his/her designee of any Pull Notices received for any of Franchisee's current drivers.

C. Tow Truck Driver Qualifications/Requirements:

(1) Tow truck drivers employed by Franchisee shall be at least 18 years old, possess the required class driver's license to operate a tow vehicle. Franchisee must have drivers available to operate any and all tow vehicles specified in this Agreement. All drivers must be sufficiently capable and trained to ensure safe and proper discharge of their Towing Services in a safe and courteous manner.

(2) All tow truck drivers shall comply with the requirements set forth in California Vehicle Code Sections' 27700 and 24605. All tow truck drivers shall meet all requirements specified in Sections 2430.5 and 12520 of the California Vehicle Code.

(3) During the term of this Agreement, Franchisee and/or tow truck drivers shall provide the Downey Police Department Field Operations Captain, or his/her designee, with information in writing concerning any driving citations received by the tow truck driver(s) in the immediate prior three (3) years and all information regarding any criminal convictions.

(4) Franchisee's tow truck drivers shall present a neat, clean and professional appearance. Tow truck drivers shall wear uniform type pants (or shorts during warm weather) and shirts that identify the tow service company and their name (first or last).

(5) The Chief of Police, or his/her designee, in his or her sole discretion, may require that Franchisee's tow truck drivers:

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(a) Be fingerprinted;

(b) Undergo background checks by the California Department of Motor Vehicles and any other agency deemed appropriate to determine the safety practices of the tow truck drivers;

(6) Franchisee shall not utilize a tow truck driver to render services pursuant to this Agreement if any of the following conditions exist:

(a) A tow truck driver who is subject to epilepsy, fainting or loss of consciousness by reason of chronic medical condition;

(b) A tow truck driver whose driving record indicates five (5) violations of traffic laws involving moving vehicles within two (2) years preceding the date of the effective date of this Agreement;

(c) A tow truck driver who has furnished false information in any document submitted to City in connection with this Agreement or who has omitted to furnish all information requested by City in connection with this Agreement;

(d) A tow truck driver who has been convicted of driving while under the influence of intoxicating liquor or narcotic drugs, or both, within three (3) years of the effective date of this Agreement; or

(e) A tow truck driver who has been convicted of a felony, any crime involving moral turpitude, or any crime(s) specified in this Agreement within two (2) years preceding the effective date of this Agreement.

(7) Notwithstanding compliance with the foregoing provisions, the City may prohibit certain tow truck drivers from providing Towing Services to the City or the Downey Police Department in its sole discretion. Such directives shall be made by the Chief of Police, or his/her designee, in writing to Franchisee.

13. COMMUNICATIONS.

Franchisee shall install and maintain radio transmission and reception equipment allowing for two-way communication with each authorized tow vehicle.

14. BUSINESS HOURS - AVAILABILITY BY TELEPHONE.

There shall be a Franchisee employee or agent available in person during normal business hours at Franchisee's office to handle requests for service and release of impounded/stored vehicles. Normal business hours shall be Monday to Friday, inclusive, from 7:00 a.m. to 5:30 p.m., inclusive, except state holidays. Franchisee shall have an attendant on duty after hours to accommodate the release of vehicles after normal business hours.

15. IMPOUNDED VEHICLES.

A tow truck driver shall give to the driver or owner of a vehicle to be stored, impounded or towed away, a business card, and a receipt with the Franchisee's name, address and phone number. The

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Franchisee's information shall be provided to the Downey Police Department in the event that the driver is unavailable or incapacitated.

A vehicle impounded pursuant to the authority granted by local, state or federal law will be documented by Downey Police Department personnel. Franchisee shall obtain authorization from the Downey Police Department before any vehicle ordered towed, stored or impounded by the Downey Police Department can be released by Franchisee.

16. RELEASE OF VEHICLE AFTER STORAGE / IMPOUND.

Franchisee shall require proper identification and a Downey Police Department authorized release form from any person requesting release of a stored or impounded vehicle. If the person requesting the release of a vehicle does not proper identification and a Downey Police Department authorized release form, Franchisee shall not release the vehicle, but instead refer the person to the Downey Police Department for further processing. The final decision for release of a vehicle shall come from the on-duty Watch Commander, or his/her designee. Franchisee shall adhere to the decision of the on-duty Watch Commander or his/her designee.

Franchisee further agrees that it will release any stored or impounded vehicle to the person presenting proper identification and a Downey Police Department authorized release form within, at a minimum, 45 minutes of presentation by a person of this documentation or upon receiving written instructions to release a vehicle by the Downey Police Department Watch Commander, or his/her designee. Franchisee further agrees that all storage or impound fees cease to accrue immediately upon presentation of such documentation, regardless of the ultimate time of release of the stored or impounded vehicle.

17. RELEASE OF PERSONAL PROPERTY.

No personal property shall be removed from the stored or impounded vehicle without prior written authorization from the Watch Commander. For purposes of this Agreement "personal property" means items in the stored or impounded vehicle that are not affixed to the vehicle.

18. FRANCHISEE VEHICLE STORAGE YARD FACILITY STANDARDS.

During the term of this Agreement, Franchisee shall, at a minimum, comply with the following requirements and standards with respect to its vehicle storage yard facilities:

A. Storage Facility Requirements: Franchisee shall provide adequate security measures for the protection of vehicles and property at all storage yard facilities. The Downey Police Department Field Operations Captain, or his/her designee, shall determine the adequacy of Franchisee's security measures and may grant additional consideration for state-of-the -art security measures, including, but not limited to, security cameras and motion sensors. At a minimum, all storage facilities shall comply with the following requirements:

(1) All vehicles stored or impounded by Franchisee at the direction of the Downey Police Department or other authorized City personnel must be stored in storage yard facilities that are enclosed by a substantial wire fence or wall enclosures. The storage yard facilities must have locks for all gates, doors, or other means of access. Such fence or wall enclosures shall be not less than six (6) feet in height and shall be provided with not less than one gate, door, or other means of access of adequate width and height. The

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bottom edge of the fence or wall enclosure structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.

The top edge of the fence or wall enclosure, including all gates, doors, or other means of access shall be equipped with not less than two (2) barbed wires installed in such manner as to discourage access over the top of the fence or wall enclosure. In cases where wire mesh is attached to the roof, barbed wire will not be required. Wire mesh installation erected inside of building need not be provided with barbed wire.

All fence or wall enclosures shall be maintained and repaired throughout the term of this Agreement. Any damage to such fence or wall enclosures shall be repaired within twenty-four (24) hours to ensure proper protection for the stored or impounded vehicles.

All storage yard facility structures, including walls or fences, shall meet the requirements of the City of Downey Municipal Code, and shall be approved by the Downey Police Department Field Operations Captain, or his/her designee.

(2) The storage yard facilities shall have capacity to store a minimum of 100 vehicles.

(3) The security measures provided for the storage yard facility shall be adequate to preclude theft, vandalism or damage by activity while in Franchisee's lot. The storage yard facility and lot shall be configured in such a way that no vehicles shall be left parked or stored on the public streets at any time.

B. During the term of this Agreement, all storage yard facilities must be available for inspection upon request by the Downey Police Department.

C. All necessary vehicle storage yard facilities needed to meet the minimum requirements of this section shall be the sole responsibility of Franchisee. All necessary approvals for such storage yard facilities shall comply with the applicable provisions of the Downey Municipal Code, and/or the appropriate State or County codes. Compliance with this subsection shall not be deemed to create any duty by the City to award a permit to Franchisee.

D. The Downey Police Department may inspect Franchisee's storage yard facilities used under this Agreement at any time during normal business hours. Franchisee must have equipment for and have personnel proficient in unlocking locked vehicles when requested by the Downey Police Department.

E. Throughout the term of this Agreement, Franchisee shall maintain in good condition the real property and improvements thereon, of the storage yard facilities used in the performance of the service required by this Agreement.

19. INDOOR STORAGE FACILITIES.

Franchisee shall provide indoor storage facilities or sheltering cover for a minimum of twenty-five (25) vehicles sufficient to protect vehicles from the elements (i.e., wind, heat, dust, adverse weather

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and other forms of contamination). The Downey Police Department Field Operations Captain, or his/her designee, shall determine the adequacy of the indoor storage facilities or sheltering cover.

The Downey Police Department may inspect Franchisee's indoor storage facilities used under this Agreement at any time during normal business hours. Franchisee must have equipment for and have personnel proficient in unlocking locked vehicles when requested by the Downey Police Department.

The Franchisee shall take all precautions required by the Downey Police Department to avoid any damage to any evidence, such as fingerprints or stains. Vehicles taken into custody that involve evidence shall be stored in an area protected against entry by unauthorized persons.

20. EQUIPMENT STANDARDS.

During the term of this Agreement, Franchisee shall comply with the following equipment standards:

A. At its sole expense, Franchisee shall secure the following vehicles that conform to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings GVWR) of a truck chassis[1].

(1) A minimum of one (1) flatbed car carriers (Class A or Class B); plus

(2) A minimum of three (3) light-medium duty tow trucks, consisting of:

(a) At least two (2) light duty (Class A); plus

(b) At least one (1) medium duty (Class B); plus

(3) Preferably, at least one (1):

(a) Heavy duty (Class C); or

(b) Super heavy duty (Class D); plus

(4) Preferably, at least one (1) tow truck that is equipped to lift and carry a disabled person in a wheel chair.

(5) All trucks must have two-way radio communication equipment.

B. Franchisee further agrees that all Franchisee's tow vehicles shall have basic equipment for the towing of vehicles. Basic equipment shall include:

- Fire Extinguisher
- Broom
- Shovel
- Reflective Triangles
- Flares
- Trash Can(s) with Absorbent Material
- Office, to Truck Radio System

[1]

GVWR Range (lbs.)	CHP Class
10,000 - 19,500	A
19,501- 33,000	B
33,001 – 49,999	C
50,000 or more	D

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- Winch

C. Motorcycles that are stored, impounded, or towed at the direction of the Downey Police Department or other authorized City personnel shall be towed by a trailer that is designed to carry motorcycles or by a flatbed truck in an upright position.

D. Any and all equipment used and maintained by Franchisee must be made available for inspection by the Downey Police Department upon request. The Downey Police Department may conduct random vehicle and equipment inspections to ensure compliance with this Agreement.

E. All equipment and vehicles to be used during the term of this Agreement shall be inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker (or satisfactory proof thereof) issued by the California Highway Patrol prior to its use pursuant to this Agreement.

F. Throughout the term of this Agreement, Franchisee shall maintain in good condition all vehicles, facilities, equipment and material used in the performance of the service required by this Agreement.

21. DUTIES AT THE SCENE.

After being requested to respond to the scene by the Downey Police Department or other authorized City personnel, Franchisee operator shall:

A. Neither move the vehicle nor attach to any vehicle until instructed to do so by a member of the Downey Police Department.

B. Shall clean up and remove any and all debris from the accident scene as required by the Downey Police Department and the California Vehicle Code.

C. Provide towed vehicle owners, when present at the scene, with a business card or other information, indicating the name of the Franchisee and address where the vehicle will be stored, the telephone number and hours of operation.

22. RECORDS AND REPORTING.

Franchisee shall maintain records relating to vehicles towed, stored or impounded for a period not to exceed five (5) years. Each month, Franchisee shall furnish to the Chief of Police or his/her designee in writing as well as via email, a report of all vehicles that have been towed by Franchisee under the terms of this Agreement for the previous calendar month. Such report shall indicate the storage location of each vehicle, and shall include the vehicle make, license number and vehicle identification number. Such report shall also indicate whether a vehicle has been stored for thirty (30) days or for a longer period. The report shall also list the number of vehicles towed, stored, or impounded at the request of City that have been sold through lien sale. The written report required under this Section shall be due no later than ten (10) days after the end of the previous calendar month. Franchisee owner must also notify the California Highway Patrol (CHP) as required by Section 10652 of the California Vehicle Code.

23. INSPECTION OF RECORDS, FACILITIES, EQUIPMENT AND DRIVERS.

All records required to be kept by Franchisee owner shall be available for inspection by representatives of the Downey Police Department and the California Highway Patrol. In addition,

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Franchisee shall submit to, at any reasonable time, an inspection of all drivers, vehicles, equipment and storage yard facilities by the Downey Police Department. Franchisee shall provide California Highway Patrol inspection certifications for each of its towing vehicles to the Downey Police Department. If Franchisee cannot produce an annual California Highway Patrol certification, the Downey Police Department reserves the right to require that all towing vehicles be inspected by an automotive professional certified by the State of California Bureau of Automotive Repair, selected by the Downey Police Department. All vehicle inspection fees shall be borne solely by Franchisee and shall be due and payable upon presentation of the vehicles for inspection. Any tow vehicle that fails an inspection shall not be used to provide Towing Service in the City until it is repaired and passes re-inspection. All tow vehicles shall be operated and maintained in compliance with all applicable state and federal laws and regulations.

24. TOWING RATES & STORAGE FEES.

A. CHP Rates Apply. The towing rates and storage fees initiated incurred by City under this Agreement cannot exceed the towing rates and storage fees established each year by the California Highway Patrol (CHP) in accordance with the CHP Fee Schedule for Public Tows. Franchisee's rates may be reviewed annually on June 1st to confirm that they match the CHP Fee Schedule for Public Tows. Franchisee must notify the Chief of Police or his/her designee in writing of any tow rate and storage fee increases to match the CHP Fee Schedule for Public Tows. The Downey Police Department will verify any increases. Any disputes will be reconciled through a meeting between the Chief of Police or his/her designee and Franchisee owner. If the rate and fee increases are verified, the new rates will take effect on July 1st. Franchisee agrees that Chief of Police's, or his/her designee's, determination concerning tow rates and storage fees shall be final.

B. Short Storage Period. Vehicles stored eight hours or less shall be charged no more than one-day's storage fees. Each day thereafter shall be calculated by the calendar day.

C. Posting of Rates. Franchisee must maintain a sign listing the rates, fees and charges of all towing and storage services offered. Such sign shall be conspicuously placed in the office or other places where customer financial transactions take place. A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request by a vehicle owner or driver for any vehicle towed or stored by Franchisee.

D. City Responsible for Rate. In the event that a vehicle is stored or impounded at the direction of the Downey Police Department or other authorized City personnel, and it is subsequently determined that the City is responsible for the cost of such storage and/or towing, Franchisee agrees not to assess the City for costs of tow and/or storage of the vehicle.

E. Storage of Vehicles in Criminal Matters. Franchisee agrees to tow and store vehicles that will be used as, or contain, evidence of crimes for the Downey Police Department without charge to City. Franchisee's inability to perform this function constitutes a material breach of this Agreement and shall provide the basis for either suspension or revocation of this Agreement, in the discretion of the City. However, Franchisee shall not be required to tow and store vehicles that will be used as, or

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contain, evidence of crimes if criminal charges are pending against Franchisee, or one of its owners, principals or employees.

F. After Hour Vehicle Releases. Franchisee normal business hours shall be Monday to Friday, inclusive, from 7:00 a.m. to 5:30 p.m., inclusive, except state holidays. However, when in the opinion of the Chief of Police or his/her designee, unusual circumstances warrant the release of an impounded vehicle or vehicles outside of the normal business hours, the Franchisee shall provide personnel at a call station where they may be contacted for such emergency release or releases during such hours. Such after-hour releases shall be charged at 50 percent (50%) of the current tow rate for release pursuant to California Vehicle Code section 22658(n)(2)(B).

G. Towing of City Vehicles. Franchisee further agrees to tow and store, for a period not exceeding five days, all City vehicles free of charge. Moreover, Franchisee agrees not to charge for the changing of flat tires, service to start drained car battery or other vehicle malfunctions and lockout service on City vehicles.

25. FRANCHISE FEES.

In order City to recover its actual costs in administering its Towing Service Franchise Program and to administer this Agreement, Franchisee shall pay Franchise Fees to City which shall be shall be due and payable as follows:

A. Franchisee agrees to pay City a Franchise Fee in an amount equal to 20% of Franchisee's Gross Revenues attributable to the towing, storage and impound services provided by Franchisee to City pursuant to this Agreement for those vehicles towed, stored or impounded when a storage form (CHP 180) has been completed and a Department case number has been assigned.

For purposes of this Agreement, the term "Gross Revenues" means all cash, credits, revenues, property of any kind or nature or other consideration as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by Franchisee, its affiliates, subsidiaries, parents, and any other person or entity in which Franchisee has a financial interest or which has a financial interest in Franchisee's tow truck business, arising from or attributable to the towing and storage services provided, except that credit card processing fees, also known as "discount merchant fees," and which includes all fees in connection with a credit card transaction, in an amount not to exceed three (3)% per transaction, shall not be included in the calculation of "Gross Revenues," as defined herein. No other fees or costs in connection with operating expenses are to be deducted from "Gross Revenues."

B. The Franchise Fees shall be paid by Franchisee on at a quarterly basis to the City of Downey Finance Department on January 15th, April 15th, July 15th and October 15th. If Franchisee chooses to pay Franchise Fees other than on the described quarterly basis, the proposed payment schedule must be approved by the Field Operations Captain or by his/her designee.

C. The report mentioned in Section 22 shall accompany the quarterly Franchise Fee payments from Franchisee.

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D. The Franchise Fee may be adjusted annually by City Council resolution starting March 28, 2027, to reflect the City and the Downey Police Department's current costs for operating the Towing Service Franchise Program. Any such adjustment shall be applicable to Franchisee upon ten (10) days written notice of the adoption of such resolution.

E. The City retains the right to impose alternative forms of fees, to the extent permitted by law, in the event that the fees provided for in the towing services agreements are no longer assessable due to a subsequent change in federal, state or local law.

26. AUDITS.

A. Franchisee must make available to the Downey Police Department, the City or their designated representative(s), upon three (3) day's written notice, its accounting records and books for inspection and audit. The Downey Police Department, the City or City's designated representative(s) agree to maintain the confidentiality of such accounting records and books. Franchisee shall submit quarterly documentation detailing its operations on behalf of the City in both written and electronic formats that are acceptable to the Downey Police Department. Such documentation shall include the following information: the date, time, location, case number (if any), vehicle description (including make, model and vehicle license number) and a brief description of the circumstances surrounding the tow (traffic collision, Department impound etc.).

B. Franchisee shall maintain these records for a period of five (5) years. Such records shall be available at all times during regular business hours and shall be subject to audit by the City of Downey or an outside auditing firm contracting with the City. Failure to make available for audit all gross receipts within two business days shall constitute cause for termination of this Agreement by the City.

C. If the results of any audit show a Franchise Fee underpayment of greater than five (5) percent, Franchisee will pay a penalty of the amount of the underpayment plus 50 percent of the underpayment to the City within 15 days of issuance of the audit results. Any underpayment and any resulting penalty shall accrue interest at the rate of ten percent per annum, compounded daily from the date the underpayment should have initially been paid to the City.

D. In the event the results of any audit are disputed by Franchisee or City, the City may, at its sole discretion, elect to a resolve the dispute by submitting the matter to independent auditors for review. The City and Franchisee shall each select an independent auditor at their own cost. The two auditors shall agree upon the results of the audit and submit their recommendations to the City and Franchisee. If the two independent auditors cannot agree upon the results of the audit, a third auditor will be selected by the two independent auditors to make a final determination. The cost of the third auditor shall be borne equally by both City and Franchisee. The determination of the third independent auditor shall be final.

E. By accepting and signing this Agreement, Franchisee irrevocably waives the defenses of any statute of limitation, laches, waiver or other equitable doctrine of

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similar import or effect in any action brought by the City to recover any fees, interest or penalties due under this Agreement.

F. By accepting and signing this Agreement, Franchisee agrees that if it challenges the right of the City to collect the Franchise Fees set forth in this Agreement, any relief requested by Franchisee and awarded to it by virtue of such challenge shall be prospective only from and after the date of the filing of the initial pleading seeking such relief in a court of competent jurisdiction. Franchisee hereby waives any and all claims or rights to collect back from the City, or obtain credit against future payment obligations, any amounts collected by the City prior to the filing of the initial pleading seeking such relief. In the event Franchisee's challenge to any Franchise Fee payments should result in an initial judgment in its favor, Franchisee shall continue to make all Franchise Fee payments in accordance with this Agreement pending an appeal by the City. In the event the court of appeal, or trial court if the City elects not to appeal, determines that the City is not entitled to collect any or all of the Franchise Fees, the City shall refund to Franchisee those portions of the Franchise Fee which the court deems the City was not entitled to collect which were made subsequent to the filing of the initial action by Franchisee, exclusive of interest on such amount.

27. ACCEPTANCE OF PAYMENT.

The Franchisee shall accept payment by a valid bank credit card or cash for towing and storage charges. The Franchisee shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction. Franchisee shall accept payment from the registered owner, legal owner or the agent claiming the vehicle in accordance with California Vehicle Code section 22651.1.

28. SIGNS AND ADVERTISING.

Franchisee's office must have a sign posted including the company name, address, phone number and hours of operation, clearly visible from the roadway. Franchisee shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the City of Downey or the Downey Police Department.

29. INDEMNITY, DUTY TO HOLD HARMLESS AND DUTY TO DEFEND.

A. Duty to Indemnify/Hold Harmless

To the fullest extent permitted by law, Franchisee agrees to indemnify, defend, protect, hold harmless, and assume all liability of the City, its elected officials, officers, employees, agents and volunteers (collectively "Indemnified Parties") from and against all claims (including, without limitation, claims for bodily injury, death, damage to property or workers' compensation benefits), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and costs, and all other professional, expert or consultant's fees) of every kind and nature whatsoever (individually, a "claim"; collectively, "claims"), whether under state or federal law, which may arise from or are in any manner related to this Agreement, regardless of any active or passive negligence or strict liability of the Indemnified Parties, and further agrees to indemnify the

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Indemnified Parties, regardless of whether the Claim or Claims is/are asserted by an elected official, officer, employee, agent or volunteer of the City.

Franchisee understands and acknowledges that the indemnification obligation hereunder, includes, but is not limited to, a "Type I" indemnity under California law and extends to and includes all claims arising from the active or passive negligence of the Indemnified Parties.

Franchisee further understands and acknowledges that the indemnification obligation hereunder extends to workers' compensation claims made by any elected officials, officers, employees, agents or volunteers of the City which may arise from or are in any manner related to the provision of towing services by Franchisee pursuant to this Agreement.

B. Duty to Defend

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of the Indemnified Parties. Such defense obligation, which shall be managed by Franchisee, shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Franchisee. Payment to Franchisee by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Franchisee's duties to indemnify, defend and hold harmless pursuant to this Agreement shall survive the either the expiration or earlier termination of this Agreement until such time as any legal action against the Indemnified Parties for any such matters indemnified hereunder are fully and finally barred by all applicable statutes of limitation or statutes of repose. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Franchisee's duties to indemnify, defend or hold harmless pursuant to this Agreement.

30. LIABILITY INSURANCE.

A. Franchisee shall, at its own cost and expense, maintain policies of insurance affording protection against third party bodily injury liability and property damage liability occasioned by reason of the provision towing services, impoundment and storage of vehicles. The minimum insurance established for the following categories are:

(1) General Liability Insurance — Franchisee agrees to maintain a comprehensive general liability insurance policy with a combined single limit for bodily injury and property damage of not less than Two Million Dollars ($2,000,000.00).

(2) Commercial Business Automobile Liability (as required by Section 16500.5 California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than Three Two Million Dollars ($2,000,000.00). The policy shall also include owner, non-owner, and hired auto coverage.

(3) Uninsured Motorist — Legal minimum, combined single limits.

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(4) Garage Liability — Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than Five Hundred Thousand Dollars ($500,000.00).

(5) Garage Keeper's legal liability insurance coverage with limits of not less than Six Hundred Thousand Dollars ($600,000.00) for loss or injury to or destruction of any stored vehicles as a result of Fire, Theft, Explosion, Riot and Civil Commotion or Vandalism and Malicious Mischief.

B. Franchisee shall obtain and maintain at all times in full force and effect during the term of this Agreement all insurance policies and coverage listed above, which shall not' be canceled prior to the termination of this Agreement. The insurance provided under this Section shall include an endorsement page(s) naming "the City of Downey, its elected and appointed officials, officers, employees, agents, and volunteers as additional insured. Franchisee agrees to deliver a copy of all insurance policies, endorsements, and certificates to the Downey Police Department, which are subject to the approval of the City Attorney as to form, prior to the commencement of the Towing Services.

C. Franchisee agrees that its insurance shall be primary insurance with respect to any claims, losses, or liability arising from the provision of towing services by Franchisee pursuant to this Agreement, and that the insurance carried by the City of Downey shall be excess and not contributory with the insurance provided by Franchisee. Franchisee further agrees to provide an endorsement to its insurance policies with such language.

D. Franchisee agrees to notify City in writing at least thirty (30) days prior to any cancellation or reduction in coverage in Franchisee's insurance coverage for any insurance providing coverage for the services relating to this Agreement. Franchisee further agrees that it will provide the City with prompt and timely notice of any claim made or suit instituted arising from or any way related to the provision of towing services pursuant to this Agreement. Defense coverage must be in addition to policy limits. If umbrella coverage is used, it must include drop down coverage if underlying coverage does not apply, and the umbrella policy must have the same starting and ending date as the primary policy.

E. Franchisee shall have the sole right to select its insurance carrier(s), provided such carrier lawfully transacts business in the State of California. However, all insurance required by this Agreement must be issued by companies admitted to do business in California, with an A.M. Best's rating of A:VII or better, unless these requirements are waived by the City Attorney of the City due to unique circumstances. In the event the City Attorney determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, Franchisee agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the City Attorney; provided that Franchisee will have the right to appeal a determination of increased coverage by the City Attorney to the City Council of the City within ten (10) days of receipt of notice from the City Attorney.

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F. Franchisee shall not perform any services pursuant to this Agreement unless and until all insurance policies and coverage set forth herein are obtained and copies of said policies, endorsements and certificates are provided to the City in accordance with the provisions specified above.

31. WORKERS COMPENSATION INSURANCE.

Franchisee's employees shall be covered by Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and any other insurance requirements that may be required under federal, state, and/or local law.

32. ASSIGNMENT.

Franchisee shall not sell, transfer, lease, assign, sublet, mortgage or dispose of in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, or any rights or privileges herein granted, without the prior written consent of the City Council. For purposes of this Section, an acquisition by any person, group, partnership or other entity of at least 10% of the Franchisee shall be considered a sale, transfer or assignment. The approval of a transfer or assignment of this Agreement shall be conditioned upon Franchisee's sale or disposal of all ownership rights in Franchisee's tow truck business. If Franchisee desires to transfer or assign its rights in the tow truck business, because he or she intends to sell or dispose of all interests in the tow truck business that is authorized to perform towing services on behalf of City, Franchisee shall make a written request to the Chief of Police for a transfer or assignment of the Agreement. The written request, along with a deposit fee of one thousand dollars ($1,000.00) to cover the City's reasonable investigation costs, and review of the proposed sale agreement or other document evidencing disposal of the tow truck business shall be submitted to the Downey Police Department at least one hundred twenty (120) calendar days before the requested effective transfer or assignment date. The City shall investigate the proposed transferee or assignee and determine whether the transferee or assignee is qualified to serve as a tow truck operator pursuant to the criteria and requirements set forth in this Agreement and under local and State law. If the Downey Police Department determines that the proposed transferee or assignee is qualified to be a tow truck operator, it will recommend that the City Council approve the transfer or assignment. Such decision shall be in the sole and absolute discretion of the City Council. Upon completion of the investigation process, the City shall provide Franchisee with an accounting of the total amount of administrative and legal costs associated with the City's review of Franchisee's request for a transfer or assignment of the Agreement, and refund of a portion of the initial $1,000 deposit or request additional funds as appropriate. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Agreement without the prior written consent of the City Council shall be null and void.

33. RISK OF DAMAGE.

Franchisee assumes all risk in the event of damage, theft, fire of the vehicles or any property towed and stored by Franchisee, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Agreement shall be borne by Franchisee.

34. OFFICIAL POLICE TOW SERVICE/ DOWNEY POLICE DEPARTMENT COMMUNICATIONS.

The Field Operations Captain, or his/her designee, shall conduct meetings to discuss issues of concern with respect to performance by Franchisee under the Agreement. These meetings shall be

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mandatory for the operator, or his/her designee. The Downey Police Department shall give the operator five (5) days advance written notice of these meetings.

35. DISCIPLINARY PROCEDURES.

A. Compliance with Agreement

Franchisee agrees that failure to comply with the terms and conditions of this Agreement shall be cause for either a WRITTEN WARNING, SUSPENSION OR TERMINATION OF THE AGREEMENT, as set forth in this Section.

The Downey Police Department will investigate alleged violations of this Agreement and/or violations of Federal, State or local laws in the provision of Towing Services pursuant to this Agreement. Franchisee will be notified of the findings in writing within thirty (30) days of completion of the investigation. Franchisee acknowledges that it shall be subject, and consents, to integrity checks to ensure that it is complying with the terms of this Agreement, and that its employees are performing their duties in a manner suitable for provision of Towing Services to City residents and members of the public. The Franchisee shall be notified of the results in writing within 14 days of such an "integrity check." Franchisee will be billed for the actual costs incurred for such an event(s) in its entirety up to a maximum of $1,000 per occasion. Franchisee agrees to pay for up to two such "integrity checks" annually.

B. Disciplinary Action

The Field Operations Captain shall use the following guidelines for action against Franchisee if Franchise is found in violation of this Agreement. This is only a guide, with the Field Operations Captain having discretion for serious violations of the Agreement, such as criminal offenses.

1st Violation within 12 consecutive months
WRITTEN WARNING

2nd Violation within 12 consecutive months
WRITTEN WARNING

3rd Violation within 12 consecutive months
30 day SUSPENSION

4th Violation within 12 consecutive months
60 day SUSPENSION

There shall be no appeal process for written warnings issued to Franchisee by the Downey Police Department. However, in the event the Downey Police Department serves Franchisee with a notice of suspension, Franchisee may request a hearing within seven (7) calendar days by submitting a request in writing to the Chief of Police. The hearing shall be held as soon as practicable. The hearing shall be conducted by the Chief of Police, or his/her designee. Franchisee shall be entitled to present all relevant information, evidence and circumstances in support of its position. Franchisee shall be notified in writing of the Chief of Police, or his/her designee's, final decision concerning the suspension within seven (7) calendar days of the date of the hearing.

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Franchisee may appeal the Chief of Police's or the Chiefs designee's decision concerning a suspension for a hearing de novo before the City Manager, or his/her designee. Franchisee must serve a written notice of appeal on the City pursuant to the notice provisions set forth herein within ten (10) calendar days of the date upon which the Chief of Police, or his/her designee's, decision becomes effective. Franchisee's notice of appeal must set forth the grounds for its appeal in clear and concise language, which shall include a summary of the claimed factual or decisional error. If Franchisee fails to request a hearing or appeal within the specified deadlines, or fails to appear at a scheduled hearing or appeal, the action taken by the Chief of Police, or his/her designee, shall be final and the suspension shall take effect upon written notification to Franchisee by the Chief of Police.

The City Manager, or his/her designee, shall conduct the hearing on the administrative appeal. The hearing shall be held as soon as practicable, but in no event later than thirty (30) days from the notice of appeal therefore unless both Parties agree in writing to an extension of time for the hearing. The City Manager, or his/her designee's, decision on an issue shall be deemed final.

A suspension generally shall not take effect until the hearing and administrative appeal processes have been exhausted. However, the Chief of Police, or his/her designee, shall have the authority to suspend the Agreement effective immediately if, in the sole and absolute discretion of the Chief of Police, or his/her designee, the conduct by Franchisee or its agents is deemed to constitute a danger to the public health, safety or welfare or constitutes a gross violation of the terms and conditions of this Agreement.

C. Citizen Complaints

The Downey Police Department shall be authorized to receive written complaints from citizens regarding Franchisee, and/or Franchisee's principals, officers, employees and agents pertaining to alleged violations of this Agreement and/or Federal, State or local laws. Any such complaint may be investigated by the Downey Police Department and may form the basis for disciplinary action as set forth in this Section or termination of this Agreement.

36. TERMINATION OF AGREEMENT.

A. Termination without Cause.

Either party may terminate this Agreement at any time, without cause, upon providing 30 days' written notice to the other party. Upon receipt of the notice of termination from the City, Franchisee must immediately cease all work or services except as may be specifically approved by the City. Franchisee will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the City. The City will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

In the event Franchisee, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted; (i) of a criminal offense as an incident

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to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of the conflict of interest provision of this Agreement, or for any other cause the City determines to be so serious and compelling as to affect Franchisee's responsibility as a public contractor, including but not limited to, disbarment by another governmental agency, then the City reserves the unilateral right to terminate this Agreement upon providing Franchisee with ten (10) days' written notice of termination, or to impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it deems proper. In the event that the City terminates the Agreement for cause, Franchisee shall be entitled to the hearing and appeal rights applicable to disciplinary procedures above. However, termination for cause pursuant to this paragraph shall be effective upon expiration of the ten (10) days' notification period set forth above.

37. 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 controls, 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 will be excused for a period equal to the period of such cause for failure to perform.

38. CONFLICT OF INTEREST.

A. 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.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee of the City, nor may any officer or employee of the City 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.

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39. NOTICES.

Any notice required to be given under this Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as follows:

Franchisee:	City:
[Name and Address of Franchisee]	Downey Police Department Attn: Chief of Police 10911 Brookshire Avenue Downey, CA 90241
	City Attorney for the City:
	City Attorney for City of Downey 11111 Brookshire Avenue Downey, CA 90241 (fax) 562-923-6388

or to such other address as may be indicated by notice in writing. Such notice shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

40. AUTHORITY TO ENTER AGREEMENT.

The City and Franchisee warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective party to perform the conditions contemplated herein.

41. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

42. ATTORNEYS' FEES AND COSTS.

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

43. GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

44. WAIVER

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.

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45. DAYS.

Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.

46. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the City and Franchisee and supersedes any prior oral or written statements or agreements between the City and Franchisee. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both the City and Franchisee. Franchisee represents that it has conducted all due diligence and investigation prior to entering into this Agreement, and has not relied upon any representations that are not set forth herein as an inducement to enter into this Agreement.

47. BINDING ON ASSIGNS.

Each and all of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the City and Franchisee.

48. CAPTIONS.

The captions of the various sections, articles and/or paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

49. CONSTRUCTION.

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the City and Franchisee or their respective agents have all participated in the preparation of this Agreement.

50. COOPERATION BY PARTIES.

The City and Franchisee shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

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IN WITNESS WHEREOF, the city and Franchisee have caused this Agreement to be executed by their respective officers hereunto duly authorized.

CITY OF DOWNEY

By: _____
Claudia Frometa, Mayor

Dated: _____

MR. C'S TOWING, INC.

By: DocuSigned by: Mark Mathis 3B41785E52774DD...
Mark Mathis

Dated: _____

ATTEST:

_____
Maria Alicia Duarte, CMC, City Clerk

APPROVED AS TO FORM:

Signed by: John M. Funk 2113120E28854FB...
John Funk
City Attorney

CONCUR:

_____
Scott R. Loughner
Chief of Police

CITY OF DOWNEY
NOTICE
REQUEST FOR FORMAL PROPOSALS

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR TOWING AND STORAGE SERVICES

Notice is hereby given that electronic proposals must be submitted through The City of Downey's Planet Bids link, located on The City of Downey's website: www.downeyca.org, by Saturday, October 11, 2025, 4:00 p.m. local time, for the following item(s):
Non-Exclusive Franchise Agreement for Towing and Storage Services

The City of Downey Planet Bids link for downloading the documents for the project is: https://www.planetbids.com/portal/portal.cfm?CompanyID=24661.

Proposal responses shall be labeled "**Proposal for Non-Exclusive Franchise Agreement for Towing and Storage Services**" and submitted, electronically, by Saturday, October 11, 2025, 4:00 p.m. local time. **Proposals received after the designated time and date will not be considered.** The receiving time on Planet Bids will be the governing time for acceptability of proposals. Proposals must bear original signatures and figures.

1. Introduction

The City of Downey (City) is soliciting proposals from qualified, private contactors, who have a minimum of three (3) years of actual operating experience as municipal tow and storage providers, to furnish "non-consensual" vehicle towing and storage operations as a "Franchisee" under a Non-Exclusive Franchise Agreement for Towing and Storage Services. "Non-consensual" towing and storing operations are those tow services ordered or requested by the City's Police Department or other City employees who are duly authorized by law to remove, impound, or store vehicles for police emergency situations, abandoned or inoperable vehicles, vehicles involved in collisions or which may constitute an obstruction to traffic because of mechanical failure, and any other lawful purposes serving the public health, safety and welfare of the City.

The term of the agreement will be three (3) years, commencing on March 28, 2026.

Proposals must be submitted on the forms provided and submitted electronically using the City of Downey's Planet Bids link. Proposals will be evaluated by Police Management Staff.

All proposers assume all costs associated with preparation of a proposal in response to this Request for Proposal.

The City of Downey requires a well-managed and financially sound firm with demonstrated experience and technical ability; qualified and trained personnel; secure and well-maintained facilities; updated and reliable equipment; and high levels of customer service and satisfaction to fulfill the requirements outlined in the Request for Proposal (RFP).

The RFP provides an overview of the scope of services and the duties of a Franchisee. The sample Franchise Agreement, attached hereto and made a part of this RFP, includes the full terms, conditions, requirements, specifications, and minimum performance standards for a Franchisee. The Franchise Agreement will constitute the contract between the successful proposer and the City of Downey. The successful proposer will be expected to sign the attached Franchise Agreement without any changes. No other contracts will be executed by the City. Therefore, before submitting a proposal, the proposer must read and understand the terms of the Franchise Agreement. The proposer must also have the wherewithal to meet each of the Franchise Agreement's terms, conditions, requirements, specifications and minimum performance standards.

Criteria to be used as a guide in the evaluation shall include but not be limited to the following evaluation factors.

1. Thoroughness and quality of content of the response to the RFP as well as completed and satisfactory responses to the RFP.

2. Company's overall experience with engagements of similar scope.

3. Company's technical experience.

4. Technical background, experience, tenure and availability of the assigned members.

5. Management of the company, impression of principals and quality of staff.

6. The ability to effectively communicate and work with City officials and staff members in a highly professional capacity.

7. References provided and satisfactory responses from prior references for the proposed company.

8. Acceptability of proposed fee, cost structure(s).

9. Community involvement.

2. Scope of Services; General Duties

The Franchisee's primary duty will be: responding, on a first priority basis, to requests for towing and storage services initiated by the Police Department. The Franchisee must have a minimum of two (2) tow trucks available at all times (24 hours/day, 7 days/week, 365 days/year, including holidays and weekends) to respond to requests for service from the Police Department. No exceptions. The Franchisee must also respond to towing requests from other City employees who are duly authorized by law to remove vehicles for storage, investigations, or both.

Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents, mechanical breakdowns, storing, or impounding vehicles for investigations, evidence or a violation of law. The Franchisee must provide towing and storage services 24 hours/day, 7 days/week, 365 days/year, including holidays and weekends. No exceptions.

The Franchisee must maintain adequate personnel, equipment, and facilities at all times to perform the required towing services, within the time frames outlined in this proposal and the executed contract.

While the Franchisee has custody of vehicles, the Franchisee will be responsible for their safekeeping, including their contents, until they have been released to the owner or owner's agent, or disposed of in the manner permitted by law.

Until the Franchisee receives the Police Department's written authorization, the Franchisee must not release a vehicle to an owner or the owner's agent when the Police Department is:

a. Holding the vehicle for investigation, examination, or evidence, or requests its special handling or protection ("police hold vehicles"); or

b. Impounding that vehicle for unpaid parking citations, lack of current registration, or a violation of law.

To prevent damage to police hold vehicles or denigration of any evidence in or upon those vehicles, such as fingerprints or stains, the Franchisee must store police hold vehicles in a secure area protected against the elements, sources of contamination, and entry by unauthorized persons. The Franchisee must make the secure storage area available for the period of time determined by the Police Department to allow for the proper collection, documentation, and analysis of the evidence.

The Franchisee's rates, charges, and fees for non-consensual towing, storage, or performing other services under the Franchise Agreement must not exceed the rates, charges, and fees set forth in the "Towing Rates and Storage Fees" section stated in the sample Franchise Agreement, which is fully incorporated as part of this RFP.

3. Franchise Fees

In order for the City to recover its actual and reasonable costs in administering its Towing Service Franchise Program and to administer this Agreement, Franchisee shall pay Franchise Fees to City which shall be shall be due and payable as follows:

a. Franchisee agrees to pay City a Franchise Fee in an amount equal to 20% of Franchisee's Gross Revenues attributable to the towing, storage and impound services provided by Franchisee to City pursuant to this Agreement for those vehicles towed, stored or impounded when a storage form (CHP 180) has been completed and a Department case number has been assigned.

   For purposes of this Agreement, the term "Gross Revenues" means all cash, credits, revenues, property of any kind or nature or other consideration as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by Franchisee, its affiliates, subsidiaries, parents, and any other person or entity in which Franchisee has a financial interest or which has a financial interest in Franchisee's tow truck business, arising from or attributable to the towing and storage services, except that credit card processing fees, also known as "discount merchant fees," and which includes all fees in connection with a credit card transaction, in an amount not to exceed three (3)% per transaction, shall not be included in the calculation of "Gross Revenues," as defined herein. No other fees or costs in connection with operating expenses are to be deducted from "Gross Revenues."

4. Facilities

The Franchisee shall maintain a business office and primary storage facility in or within a reasonable distance of the City of Downey to ensure that required response times are consistently met. The location does not need to be within City limits; however, it must be close enough to allow the Franchisee to respond to calls for service without delay and in compliance with the performance standards set forth in this Agreement. In addition, the facility must be located so that it is readily accessible to both police personnel and members of the public who need to retrieve vehicles or conduct business with the Franchisee. The business office and primary storage lot must be in compliance with all specifications set forth in the sample Franchise

Agreement attached hereto. The primary storage lot must also be in compliance with all other applicable City, State, and Federal regulations relating to the operation and maintenance of tow service business.

If the Franchisee maintains a secondary storage facility, it shall also be located within a reasonable distance of the City of Downey. The secondary facility must be close enough to allow the Franchisee to transfer or retrieve vehicles without delay, ensure timely response to Police Department needs, and provide convenient access for police personnel and members of the public. The secondary storage lot must also be in compliance with the specifications set forth in the sample Franchise Agreement and all applicable City, State, and Federal regulations relating to the operation and maintenance of a tow service business.

The Police Department may inspect any storage and business facility to ensure it meets all specifications.

5. Response Times and Requirements

a. After receipt of a request to respond, the response time for arrival shall not exceed 20 minutes.

b. The operator shall notify the Police Department Communications Center when a tow unit cannot respond within the 20-minute time period. The operator must give reason and an estimated time of arrival.

c. In the event that the tow vehicle is unable or does not arrive within 30 minutes of time of call, the Downey Police Department reserves that right to request towing services from another tow company.

d. Franchisee may be requested periodically to provide the deployment of trucks for special events such as sobriety check points, street fairs and parades

6. Service of City Vehicles

a. Franchisee shall provide emergency service for City vehicles at no charge to the City. This service shall be provided at all times including weekends and holidays. Emergency service shall include but is not limited to tire changes, battery jump starts, and towing inoperable vehicles.

7. Towing Rates and Storage Fees

a. CHP Rates Apply. The towing rates and storage fees initiated incurred by City under this Agreement cannot exceed the towing rates and storage fees established each year by the California Highway Patrol (CHP) in accordance with the CHP/Santa Fe Springs Station-Fee Schedule for Public Tows. Franchisee's rates may be reviewed annually on June 1st to confirm that they match the CHP/Santa Fe Springs Station-Fee Schedule for Public

Tows. Franchisee must notify the Chief of Police or his/her designee in writing of any tow rate and storage fee increases to match the CHP/Santa Fe Springs Station-Fee Schedule for Public Tows. The Downey Police Department will verify any increases.

Any disputes will be reconciled through a meeting between the Chief of Police or his/her designee and Franchisee owner. If the rate and fee increases are verified, the new rates will take effect on July 1st. Franchisee agrees that Chief of Police's, or his/her designee's, determination concerning tow rates and storage fees shall be final.

b. Short Storage Period. Vehicles stored eight hours or less shall be charged no more than one-day's storage fees. Each day thereafter shall be calculated by the calendar day.

c. Posting of Rates. Franchisee must maintain a sign listing the rates, fees and charges of all towing and storage services offered. Such sign shall be conspicuously placed in the office or other places where customer financial transactions take place. A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request by a vehicle owner or driver for any vehicle towed or stored by Franchisee.

d. City Responsible for Rate. In the event that a vehicle is stored or impounded at the direction of the Downey Police Department or other authorized City personnel, and it is subsequently determined that the City is responsible for the cost of such storage and/or towing, Franchisee agrees not to assess the City for costs of tow and/or storage of the vehicle.

e. Storage of Vehicles in Criminal Matters. Franchisee agrees to tow and store vehicles that will be used as, or contain, evidence of crimes for the Downey Police Department without charge to City. Franchisee's inability to perform this function constitutes a material breach of this Agreement and shall provide the basis for either suspension or revocation of this Agreement, in the discretion of the City. However, Franchisee shall not be required to tow and store vehicles that will be used as, or contain, evidence of crimes if criminal charges are pending against Franchisee, or one of its owners, principals or employees.

f. After Hour Vehicle Releases. Franchisee normal business hours shall be Monday to Friday, inclusive, from 7:00 a.m. to 5:30 p.m., except state holidays. However, when in the opinion of the Chief of Police or his/her designee, unusual circumstances warrant the release of an impounded vehicle or vehicles outside of the normal business hours, the Franchisee shall provide personnel at a call station where they may be contacted for such emergency release or releases during such hours. Such after-hour releases shall be charged at 50 percent (50%) of the current tow rate for release pursuant to California Vehicle Code section 22658(n)(2)(B).

g. In the event any vehicle is towed or impounded or both, through any error of the City of Downey or the operator, neither the vehicle owner nor the City shall have the duty to pay any towing, storage or other fees or charges. Additionally, the Franchisee shall agree to

immediately release any vehicle, without charge, upon request of the on-duty Watch Commander.

8. Operating Equipment

At its expense, a proposer must have the following equipment that conforms to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of a truck chassis[1]. The proposer's vehicles must also be in compliance with the applicable provisions of the California Vehicle Code, applying to tow trucks (615 CVC), including but not limited to Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to lighting and safety equipment.

a. A minimum of one (1) flatbed car carrier (Class A or Class B); plus
b. A minimum of three (3) light-medium duty tow trucks, consisting of:

    1. At least two (2) light duty (Class A); plus
    2. At least one (1) medium duty (Class B); plus

c. Preferably, at least one (1):

    1. Heavy duty (Class C); or
    2. Super heavy duty (Class D); plus

d. Preferably, at least one (1) tow truck that is equipped to lift and carry a disabled person in a wheel chair; plus

e. All trucks must have two-way radio communication equipment.

If the Franchisee is unable to handle the call due to size, location, etc., they will be responsible for requesting another tow service to respond that can handle the situation.

The Franchisee's tow trucks and flatbed car carriers must meet the Franchise Agreement's equipment requirements and specifications.

[1] **GVWR Range (lbs.)**	**CHP Class**
10,000 - 19,500	**A**
19,50 1- 33,000	**B**
33,001 – 49,999	**C**
50,000 or more	**D**

9. Trained Personnel

At its expense, the Franchisee must have a sufficient number of properly licensed, trained, and qualified employees to perform the services described in the Franchise Agreement. The City

may, at its discretion, conduct a background check as part of the proposal evaluation process of any employee that may include, but is not limited to: fingerprinting, a check of criminal convictions, credit history, driving history, and civil liens and judgments. If the City determines, through a background check, that an employee is not qualified to provide services to the City as specified in the RFP and Franchise Agreement, the City will notify the proposer in writing as to the City's findings. Although the Franchisee may retain the disqualified employee, the Franchisee must not use or dispatch the disqualified employee for a service that Franchisee provides to the City pursuant to the Franchise Agreement.

10. Insurance

The successful Franchisee will be required to obtain, maintain, and pay for all necessary insurances per the following:

a. General Liability Insurance – Franchisee agrees to maintain a comprehensive general liability insurance policy with a combined single limit for bodily injury and property damage of not less than Two Million Dollars ($2,000,000.00).

b. Commercial Business Automobile Liability (as required by section 16500.5 CVC). Bodily injury and property damage with a combined single limit of not less than $2,000,000.00.

c. Uninsured Motorist Insurance – legal minimum, combined single limits

d. Garage Liability-Including the premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.00.

e. Garage-Keepers Liability-Protecting a vehicle from loss or damage while the vehicle is in Franchisee's care, custody or control.

f. Workers Compensation Insurance-Maintain a policy of worker's Compensation insurance providing coverage of persons employed by the Franchisee in connection with work performed in, upon, or around the vehicle to be towed, stored or impounded during the period covered by the Franchise Agreement. The policy must meet all statutory benefit requirements of the Labor Code of the State of California.

11. Interpretation or Correction of RFP

It shall be the sole responsibility of the proposer to read and understand all terms, conditions, specifications, and requirements contained within this request for proposal and the attached sample Franchise Agreement.

If the proposer has any questions about this RFP, the Franchise Agreement, or the scope of work, or if the proposer finds any errors, inconsistency, or ambiguity in the RFP, or the Franchise Agreement, or both, the proposer must submit their question through the Planet Bids link by

Friday, September 26, 2025, 1:00 p.m. Any clarifications, interpretations, corrections, or changes made to this RFP or the Franchise Agreement will be posted to the Planet Bids site by Friday, October 3, 2025, 5:00 p.m.

12. Independent Contractor Status

This RFP and the Franchise Agreement are not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the City and the Franchisee. The Franchisee understands that in performing its services under the Franchise Agreement, the selected Franchisee is, and will be, an independent contractor. The Franchisee proposer acknowledges that the Franchisee and its employees, subcontractors, and anyone who the Franchisee directly or indirectly hires, employs, or uses, are not employees or agents of the City of Downey under any circumstance.

The selected Franchisee has, and will retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons who the selected Franchisee uses in performing the services under the Franchise Agreement. The selected Franchisee must provide the required services in its own manner and method, except as specified in the Franchise Agreement.

13. Using the Proposal Forms

The Franchisee must submit its proposal only on the forms provided with this RFP. With its proposal, the Franchisee must also submit various required attachments (e.g., photographs, City Business License, list of references, etc.).

The Franchisee must fill in the blanks on the proposal forms, electronically, or by printing legibly in ink. The proposer must complete all portions of the proposal. If a Franchisee fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the proposal as incomplete and reject it accordingly. The Franchisee must place initials next to any/all alterations and erasures on the proposal forms. The Franchisee should make every reasonable effort to not modify or alter their proposals. Unauthorized conditions, exceptions, limitations or provisions other than those listed will not be accepted. No exceptions.

14. Submission of Proposals

Proposals must be submitted electronically, on the attached proposal forms and uploaded through The City of Downey's Planet Bids link, by Saturday, October 11, 2025, 4:00 p.m. local time Proposals will be evaluated by Police Management Staff.

15. Disposition of Proposals

All proposals submitted in response to this RFP will become property of the City of Downey, and the City will retain them for a period of time as outlined in accordance with the City's Record Retention Policy.

16. Award of Franchise Agreement

The Chief of Police and Police Management Staff will evaluate, rate, and rank the proposals and make a recommendation to the City Council to award the Franchise Agreement to the Franchisee(s) that they deem most qualified to meet the specifications set forth in Franchise Agreement and the City's needs.

It shall be the sole decision of the Chief of Police and Police Management Staff to make award recommendations.

By responding to this RFP, all Franchisees agree to accept the City's decision on which Franchisees best meets the City's needs and shall be accepted without hesitation or recourse.

The City Council has the right to reject all bids at their sole discretion.

17. Termination of Agreement

Franchisees are advised that the Franchise Agreement provides for termination of the Agreement under the following circumstances:

a. Termination without Cause

   Either party may terminate the Franchise Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the provider must immediately cease all work or services except as may be specifically approved by the City. Provider will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the City. The City will be entitled to reimbursement for any expenses that have been paid for but not rendered.

b. Termination for Cause.

   In the event Franchisee, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted; (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of the conflict of interest provision of this Agreement, or for any

other cause the City determines to be so serious and compelling as to affect Franchisee's responsibility as a public contractor, including but not limited to, disbarment by another governmental agency, then the City reserves the unilateral right to terminate this Agreement upon providing Franchisee with ten (10) days' written notice of termination, or to impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it deems proper. In the event that the City terminates the Agreement for cause, Franchisee shall be entitled to the hearing and appeal rights applicable to disciplinary procedures above. However, termination for cause pursuant to this paragraph shall be effective upon expiration of the ten (10) days' notification period set forth above.

18. Force Majeure

If any party fails to perform its obligations under the Franchise Agreement 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 controls, 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 will be excused for a period equal to the period of such cause for failure to perform.

19. Sufficiency of Insurers and Sureties

Insurance required by the Franchise Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the City Attorney of the City due to unique circumstances. In the event the City Attorney determines that the work or services to be performed under the Franchise Agreement creates an increased or decreased risk of loss to the City, the provider agrees that the minimum limits of any insurance policies and/or performance bond required by the Franchise Agreement may be changed accordingly upon receipt of written notice from the City Attorney.

20. Conflict of Interest

a. No officer or employee of the City may have any financial interest, direct or indirect, in the Franchise Agreement, nor may any officer or employee participate in any decision relating to the Franchise 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.

b. 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.

City of Downey
Police Department

Proposal Forms for:
Non - Exclusive Franchise Agreement for Towing and Storage Services

Proposal for Franchise Agreement for Towing and Storage Services for The City of Downey Police Department

Date: _____, 20_____

Franchisee: _____
(Print Name of Business)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FAX: _____

Contact Name: _____

TO THE CITY OF DOWNEY, CALIFORNIA:

In response to the Request for Proposals ("RFP") by the City of Downey ("City"), the undersigned person or entity ("Proposer") now submits this proposal, with the accompanying forms and attachments.

1. In submitting this proposal, Proposer certifies that:

   A. Proposer has thoroughly read, examined, and fully understands the following documents:

      (1) The RFP's provisions; and,
      (2) All terms, conditions, requirements, specifications, and minimum performance standards.

B. Proposer understands and accepts all of the terms and conditions set forth in the documents listed in Section 1(A);

C. Proposer has carefully checked all words, figures and statements made in proposal;

D. Proposer's documents and information submitted in response to the City's RFP are complete and accurate;

E. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;

F. Proposer offers to fully perform all of the duties and obligations specified in the documents in exchange for the consideration described in the documents;

G. Proposer agrees that the City is not liable or responsible for any costs, fees or expenses that Proposer incurs for any one or more of the following:

(1) Responding to this RFP;
(2) Anticipating or preparing for an award of a tow contract;
(3) Obtaining any equipment, personnel facilities or other items to comply with the Documents' provisions; or,
(4) Performing the services under the Contract.

H. Within seven (7) calendar days after City issues the Notice of Intent to Award the Franchise Agreement for Towing and Storage Services, or within any extension that City may allow, Proposer agrees to:

(1) Sign and deliver the Franchise Agreement, along with any required attachments; and,
(2) Furnish all required proofs of insurance.

I. At its expense, Proposer agrees to indemnify, defend and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs and expenses (including attorneys' fees, litigation, arbitration, mediation and appeal expenses) if a dispute, lawsuit or other proceeding arises out of any one or more of the following:

(1) Proposer's submitting the proposal;
(2) City accepting Proposer's proposal; or,
(3) City awarding a contract to Proposer in compliance with this RFP.

PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. **BUSINESS ORGANIZATION / STRUCTURE**

1.1 Your firm is a:

☐ Corporation ☐ Sole Proprietorship ☐ Other:_____

☐ Limited Liability Company ☐ General or Limited Partnership

1.2 If your firm is a corporation, answer the following:

1.2.1 Date of incorporation: _____

1.2.2 State of incorporation: _____

1.2.3 Corporate ID number: _____

1.2.4 President's name: _____

1.2.5 Vice President's name: _____

1.2.6 Secretary's name: _____

1.2.7 Treasurer's name: _____

1.2.8 Agent for Service of Process: _____

1.2.9 Agent's Address: _____

_____

1.2.10 Is your firm a publicly traded corporation?

☐ Yes ☐ No

1.3 If your firm is a limited liability company, answer the following:

1.3.1 Date of formation: _____

1.3.2 State of formation: _____

1.3.3 Secretary of State's File or ID number: _____

1.3.4 Chief Executive Officer's name: _____

1.3.5 Name of Manager(s): _____

_____

_____

_____

1.3.6 Agent for Service of Process: _____

1.3.7 Agent's Address: _____

_____

1.4 If your firm is a partnership, answer the following:

1.4.1 Date of formation: _____

1.4.2 Type of partnership (General, Limited, LLP): _____

1.4.3 Secretary of State's Registration or ID number: _____

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

_____

_____

_____

_____

1.4.5 List jurisdictions in which your firm's fictitious name (dba) is filed:

_____

_____

_____

_____

1.5 If your firm is individually owned (a sole proprietorship), answer the following:

1.5.1 Date your firm started: _____
1.5.2 Name of owner: _____

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

_____

_____

_____

_____

_____

2. OWNERSHIP AND NAME CHANGES

2.1 How many years has your firm been in business under its present name?

_____

2.2 In the past five years, has your firm changed names? ☐ Yes ☐ No

If **yes**, list all prior names, addresses and the dates they were used. Explain the reason for each name change:

2.2.1 Prior name: _____

2.2.2 Address: _____
2.2.3 Reason name changed:

_____

2.2.4 Starting / ending dates of prior name: _____/_____

2.2.5 Prior name: _____

2.2.6 Address: _____

2.2.7 Reason name changed: _____

2.2.8 Starting / ending dates of prior name: _____/_____

3. LICENSING

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.1 Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If **Yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation or partnership name: _____

_____

3.2 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1 Jurisdiction: _____

3.2.2 License or registration number:
_____

3.2.3 Type of license: _____

3.2.4 Jurisdiction: _____

3.2.5 License or registration number:
_____

3.2.6 Type of license: _____

3.2.7 Jurisdiction: _____

3.2.8 License or registration number:
_____

3.2.9 Type of license: _____

3.3 In the past seven years, has your firm or any of its owners, partners, officers or employees been investigated, cited, assessed any penalties, subjected to disciplinary action by a licensing agency or found to have violated any licensing laws or regulations?

☐ Yes ☐ No

If **Yes**, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.3.1 Licensing Agency: _____

3.3.2 Type of license: _____

3.3.3 Date of disciplinary action:
_____

3.3.4 Reason for disciplinary action:
_____

3.3.5 Licensing Agency: _____

3.3.6 Type of license: _____

3.3.7 Date of disciplinary action:
_____

3.3.8 Reason for disciplinary action:
_____

3.3.9 Licensing Agency: _____

3.3.10 Type of license: _____

3.3.11 Date of disciplinary action:
_____

3.3.12 Reason for disciplinary action:
_____

4. EXPERIENCE AND PERFORMANCE HISTORY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 How many years has your firm been in business as a Tow Service? _____

4.2 In the past five years, have any of your firm's owners, partners, or officers operated a similar towing business?

☐ Yes ☐ No

If **Yes**, list the business' name and address and the person who operated the business. Attach additional sheets as necessary.

4.2.1 Tow business name:
_____

4.2.2 Address,: _____

4.2.3 Name of your firm's owner, partner or officer who operated other towing business: _____

4.2.4 Starting / ending dates of ownership: _____/_____

4.2.5 Tow business name:
_____

4.2.6 Address: _____

4.2.7 Name of your firm's owner, partner or officer who operated other towing business: _____

4.2.8 Starting / ending dates of ownership: _____/_____

4.3 Does your firm currently dismantle vehicles or have a salvage operation?

☐ Yes ☐ No

4.4 Does your firm currently own or operate any other business?

☐ Yes ☐ No

If yes, list the business' name and address and the person who operates the business. Attach additional sheets as necessary.

4.4.1 Business name: _____

4.4.2 Address: _____

4.4.3 Person's name who operates business:
_____

4.4.4 Description of business:
_____

4.4.5 Business name: _____

4.4.6 Address: _____

4.4.7 Person's name who operates business:
_____

4.4.8 Description of business:
_____

4.5 List the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the government entity who is most familiar with your performance of the services (i.e., "Contact Person"). Attach additional sheets as necessary.

4.5.1 Government entity's name:
_____

4.5.2 Services that your firm provided:
_____

4.5.3 Starting / ending dates of services:
_____/_____

4.5.4 Was your firm:

Selected by a bid or RFP? ☐ Yes ☐ No

Under a contract or agreement? ☐ Yes ☐ No

4.5.5 Contact Person: _____
Phone: _____

4.5.6 Government entity's name: _____

4.5.7 Services that your firm provided: _____

4.5.8 Starting / ending dates of services: _____/_____

4.5.9 Was your firm:

Selected by a bid or RFP? ☐ Yes ☐ No

Under a contract or agreement? ☐ Yes ☐ No

4.5.10 Contact Person: _____
Phone: _____

4.5.11 Government entity's name: _____

4.5.12 Services that your firm provided:
_____

4.5.13 Starting / ending dates of services: _____/_____

4.5.14 Was your firm:

Selected by a bid or RFP? ☐ Yes ☐ No

Under a contract or agreement? ☐ Yes ☐ No

4.5.15 Contact Person: _____
Phone: _____

4.6 Describe your firm's lien-sale experience in terms of knowledge and procedures used in the processing and disposing of vehicles in accordance with California's laws. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

5. FACILITIES

5.1 List the address where the facilities will be located, and attach photographs depicting each on of the areas and facilities listed in (a) through (f) below.

(a) Up to 3 photos of the: Business office
(b) Up to 3 photos of the: Customer waiting area
(c) Up to 3 photos of the: Secure area for police hold vehicles
(d) Up to 3 photos of the: Primary storage lot
(e) Up to 3 photos of the: Secondary storage lot
(f) Up to 3 photos of the: Disposal lot

PRIMARY STORAGE LOT AND BUSINESS OFFICE ADDRESS

5.1.1 Business office: _____

5.1.2 Primary vehicle storage lot:
_____

5.1.3 Secure area for police hold vehicles:
_____

5.1.4 Secondary vehicle storage lot:

_____

5.1.5 Disposal / salvage vehicle lot:

_____

SECONDARY STORAGE LOT AND BUSINESS OFFICE ADDRESS

5.1.6 Business office: _____

5.1.7 Primary vehicle storage lot:

_____

5.1.8 Secure area for police hold vehicles:

_____

5.1.9 Secondary vehicle storage lot:

_____

5.1.10 Disposal / salvage vehicle lot:

_____

6. EQUIPMENT

6.1 For each piece of towing equipment below, (1) list the requested information; and, (2) attach a photograph of each tow unit:

	Year of Manufacture	**Make**
FLATBED CARRIER:	_____	_____
	_____	_____
	_____	_____
CLASS A TOW:	_____	_____
	_____	_____
	_____	_____

CLASS B TOW: _____ _____

_____ _____

_____ _____

CLASS C TOW: _____ _____

_____ _____

_____ _____

CLASS D TOW: _____ _____

_____ _____

_____ _____

_____ _____

6.2 Does your firm lease, loan or rent its tow units to any other towing firm?

☐ Yes ☐ No

If **Yes**, identify the person or company to whom your firm leases, loans or rents its tow units and describe the details of your firm's lease, loan or rental arrangement with the other person or company. Attach additional sheets as necessary.

_____

_____

_____

_____

6.3 If your firm does not have "Heavy Duty" or "Super Heavy Duty" (i.e., Class C or Class D) tow trucks, (1) identify the subcontractors(s) whom your firm will use, (2) attach a photograph of each tow truck, and (3) list the equipment:

6.3.1 Subcontractor's Name: _____

6.3.2 Address where tow units are kept:

_____

6.3.3 Contact Person: _____

Phone: _____

	Year of Manufacture	**Make**
CLASS C TOW:	_____	_____
	_____	_____
	_____	_____

	Year of Manufacture	**Make**
CLASS D TOW:	_____	_____
	_____	_____
	_____	_____
	_____	_____

6.3.4 Subcontractor's Name: _____

6.3.5 Address where tow units are kept:
_____

6.3.6 Contact Person: _____

Phone: _____

	Year of Manufacture	**Make**
CLASS C TOW:	_____	_____
	_____	_____
	_____	_____

	Year of Manufacture	**Make**
CLASS D TOW:	_____	_____

_____ _____

_____ _____

7. **PERSONNEL**

7.1 At present, how many people (whether paid or unpaid) work at your firm?

_____

7.2 Does your firm have an agreement or an arrangement with any other towing firm to loan or share your firm's employees?

☐ Yes ☐ No

7.3 For each employee whose function is described below, (1) list the requested information, (2) attach the person's resume and (3) attach a current photo:

	Name (Last, First, Middle)	**Date Last Trained**	**Date of Hire**	**Driver's License #**
DISPATCHER:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

	Name (Last, First, Middle)	**Date Last Trained**	**Date of Hire**	**Driver's License #**
TOW TRUCK DRIVER:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

	Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
	_____	_____	_____	_____
	_____	_____	_____	_____
LIEN-SALE:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	Name (Last, First, Middle)	**Date Last Trained**	**Date of Hire**	**Driver's License #**
SECURITY:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	Name (Last, First, Middle)	**Date Last Trained**	**Date of Hire**	**Driver's License #**
VEHICLE STORAGE:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

RELEASE OF VEHICLES:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #

CUSTOMER SERVICE:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #

OFFICE SUPPORT:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #

	Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
EMERGENCY OR AFTER-HOURS:				
	Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
OTHER PERSONNEL:				

8. EMPLOYEE SAFETY AND TRAINING

8.1 Does your firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California's Code of Regulations, Title 8, Section 3203, or any other written policy manual for your employees' safety?

☐ Yes ☐ No

8.2 Does your firm have a written policy for handling, transporting and disposing of hazardous materials?

☐ Yes ☐ No

8.3 Does your firm have a training program for new employees?

☐ Yes ☐ No

8.4 Does your firm have annual or biennial training for its tow unit operators?

☐ Yes ☐ No

8.5 In the past five years, has your firm's employees suffered any work-related fatalities?

☐ Yes ☐ No

If **Yes**, list the date; describe the facts and circumstances about each instance; identify any governmental entity that issued a citation or notice of violation; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

8.6 In the past five years, has your firm received an OSHA or Cal/OSHA citation or notice of violation?

☐ Yes ☐ No

If **Yes**, list the date; describe the facts and circumstances about each instance; identify any citation or notice of violation that the agency issued; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

9. SECURITY AND SAFEKEEPING

9.1 The RFP and the Contract require that the Proposer provide a safe and secure: Business Office, Primary Storage Lot, Secondary Storage Lot and Police Hold Vehicles Storage Area. Please place an "X" below for each security device or measure in operation for each location:

	Business Office	**Primary Storage Lot**	**Secondary Storage Lot**	**Police Hold Vehicle Storage Area**
SURVEILLANCE CAMERA:	_____	_____	_____	_____
ALARM SYSTEM:	_____	_____	_____	_____
FLOOD LIGHTS:	_____	_____	_____	_____
PERIMETER FENCE OR WALL:	_____	_____	_____	_____
LOCK AND KEY:	_____	_____	_____	_____
GUARD OR WATCH PERSON:	_____	_____	_____	_____
GUARD DOG:	_____	_____	_____	_____
DRIVE BY SECURITY COMPANY PATROL:	_____	_____	_____	_____

10. FINANCIAL RESOURCES AND RESPONSIBILITY

10.1 In the past seven years, has your firm or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ Yes ☐ No

If **Yes**, list the filing date, identify the court and case number, describe the facts and circumstances giving rise to each instance and set forth the disposition or current status. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

10.2 In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs, or staff reductions?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

11. BID REJECTION AND CONTRACT TERMINATION

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

11.1 Has a government entity or a client ever rejected your firm's bid or proposal for services?

☐ Yes ☐ No

If **Yes,** list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

11.2 Has a government entity or a client ever determined that your firm is a non-responsible bidder or contractor?

☐ Yes ☐ No

If **Yes,** list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

11.3 Has your firm ever failed to fulfill or perform a contract or an agreement with a government entity?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

11.4 Has a government entity or a client ever terminated a contract for tow services with your firm?

☐ Yes ☐ No

If **Yes,** list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

11.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea or nolo contendere or a forfeiture of bail.)

☐ Yes ☐ No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

12. BUSINESS INTEGRITY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. The term "convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.

12.1 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted in a criminal action or found liable in a civil suit for making false claims(s) or material misrepresentations(s) to any government entity?

☐ Yes ☐ No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the outcome or disposition. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

12.2 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence or receiving stolen property?

☐ Yes ☐ No

If **Yes**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

12.3 To your knowledge, is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentations(s)?

☐ Yes ☐ No

If **Yes**, identify the government entity and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

_____

_____

_____

_____

13. **CLAIMS AND SUITS**

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

13.1 In the past three years, has your firm or any of its owners, partners, officers or employees been a defendant in court on a matter related to:

13.1.1 The performance, non-performance, default, or breach of a contract or agreement?

☐ Yes ☐ No

13.1.2 A vehicle collision or other accident involving your firm's tow truck operator?

☐ Yes ☐ No

13.1.3 Bodily injury or personal injury (libel, slander, false imprisonment) to a customer?

☐ Yes ☐ No

13.1.4 Employment-related litigation brought by an employee of your firm?

☐ Yes ☐ No

13.1.5 Payment to a subcontractor?

☐ Yes ☐ No

If the answer to any of the questions 13.1.1 to 13.1.5 above is **Yes**, identify the name of the person or entity that sued (i.e., "the plaintiff"); list the date, court and case number; describe the facts and circumstances giving rise to the lawsuit; and set forth the outcome or disposition. Attach additional sheets as necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

13.2 In the last three years, has your firm ever filed a claim for damages or a lawsuit or requested arbitration or mediation against a government entity?

☐ Yes ☐ No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about the claim for damages or the lawsuit or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

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13.3 Are there any pending or outstanding judgments or liens against your firm?

☐ Yes ☐ No

If **Yes**, identify the name of the person or entity entitled to payment; list the date, court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets as necessary.

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13.4 For the last four years, state how many vehicle collisions or accidents occurred which involved your firm's tow truck operators (whether or not the tow truck operator was at fault):

13.4.1 2022: _____

13.4.2 2023: _____

13.4.3 2024: _____

13.4.4 2025: _____

13.5 For the last three years, state how many customers reported to your firm vehicle damage or theft including the vehicle's contents, while the vehicle was towed or stored by your firm (whether or not your firm believes it was responsible for the loss or damage).

13.5.1 2023: _____

13.5.2 2024: _____

13.5.3 2025: _____

14. **INSURANCE**

14.1 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance as indicated below, as more fully described in this RFP and the Contract. As part of this proposal, your firm must submit evidence of its current insurance coverage. This information will be used only for the purpose of determining whether the Proposer has insurance to perform the requested services. Contact your firm's insurance company or agent and request a "Certificate of Insurance" (an ACORD form or equivalent). Attach the certificate of insurance to this proposal.

NOTE: Do not add the City to your insurance policy or otherwise change your current policy or its coverage.

14.2. Please place an "X" below to indicate the type of insurance coverage that your firm now has and list the coverage amounts for each:

_____	Commercial General Liability	Coverage:_____
_____	On-Hook Liability	Coverage:_____
_____	Business Automobile Liability	Coverage:_____
_____	Cargo Liability	Coverage:_____
_____	Garage Liability	Coverage:_____
_____	Uninsured Motorist/Bodily Injury	Coverage:_____
_____	Garage keepers Liability	Coverage:_____
_____	Pollution Liability	Coverage:_____
_____	Workers' Compensation Liability	Coverage:_____
_____	Excess Liability or Umbrella	Coverage:_____

14.3 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself and set forth the amount of the self-insured retention (SIR):

Liability: _____SIR amount: _____

Liability: _____SIR amount: _____

Liability: _____SIR amount: _____

Liability: _____SIR amount:_____

14.4 For the last three years, state how many bodily injury, personal injury or property damage claims (whether or not your firm believes it was responsible for the loss or injury), filed by customers or third parties, that your firm forwarded to its insurance carrier(s). Include paid and unpaid claims:

14.4.3 2023: _____

14.4.4 2024: _____

14.4.5 2025: _____

14.5 In the past five years, has an insurance company or a surety company:

14.5.1 Refused to insure your firm for a type of insurance policy listed in Question 14.2 above?

14.5.2 Canceled or non-renewed your firm's insurance coverage?

If the answer to question 14.5.1 or 14.5.2 is **Yes**, identify the name of the insurance company or surety company; list the date; and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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15. CUSTOMER SERVICE COMPLAINTS AND DAMAGE CLAIMS

Below, please describe the process and procedures that your firm has in place for responding to and resolving: (1) Customer complaints; and (2) Customer claims for vehicle or contents damage or theft. (You may attach your firm's written policy).

16. **CREDIT AND REFERENCE CHECK**

16.1 The City of Downey may: (1) request credit reports or investigative reports, or both, about your firm; and, (2) contact the reference, government entities and other persons listed in this proposal. The City of Downey will use this information to evaluate your firm's financial resources, responsibility and integrity with respect to this proposal, an award of the Contract, or any contract renewal. The City of Downey will treat any information that it obtains now or later as confidential.

16.1.1 Does your firm authorize the City of Downey to obtain credit and investigative reports about your firm?

☐ Yes ☐ No

16.1.2 Does your firm authorize the references, government entities and other persons listed in the proposal to release information about your firm to the City of Downey?

☐ Yes ☐ No

17. **ADDITIONAL INFORMATION**

Below, please state any other information that your firm believes is essential to a complete evaluation of the proposal. If your firm has no additional information, please state below: "***Our firm does not have any additional information to present."***

_____

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18. **ATTACHMENTS**

Certain sections of the Proposal Forms requested photographs, insurance certificates and further explanations if your firm answered "yes" to a question. For each attachment that is a part of this Proposal, please list and describe the attachment (e.g., *"#3 photographs of our tow trucks*" or "*Explanation concerning questions 9.3-2 pages*." If your firm has no attachments, write "*None*" on 18.1).

Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

18.1 _____

18.2 _____

18.3 _____

18.4 _____

18.5 _____

18.6 _____

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PROPOSER CERTIFIES THAT:

A. This proposal is genuine, is not a sham or collusive, and is not made in the interest of or on behalf of any person, partnership, corporation, firm, organization or another entity not named or disclosed in the proposal;

B. All facts and statements in the proposal are completely true, accurate and correct.

C. By signing this proposal, each individual below represents and warrants that the individual:

(1) Has the right, power, legal capacity and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and,

(2) Binds the Proposer to this proposal.

PROPOSER

By _____
Signature

Name _____
Printed

_____
Title

Address

_____

_____

Telephone _____

MINUTES OF THE
CITY COUNCIL OF THE CITY OF DOWNEY
REGULAR MEETING
APRIL 22, 2025

The City Council of the City of Downey held a Regular City Council Meeting – Open Session on April 22, 2025 at 6:31 p.m., in the Council Chambers of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, Mayor Sosa presiding.

PRESENT: Council Members:

Hector Sosa	Mayor
Dorothy Pemberton	Mayor Pro Tem
Claudia M. Frometa	Council Member
Horacio Ortiz	Council Member
Mario Trujillo	Council Member

ALSO PRESENT: Roger Bradley, City Manager
Vaniah De Rojas, Assistant City Manager
John Funk, City Attorney
Scott Loughner, Police Chief
Anthony Hildebrand, Fire Chief
Matthew Baumgardner, Public Works Director
James McQueen, Human Resources Director
Irma Huitron, Community Development Director
Jason Chacon, Parks & Recreation Director
Austin Ramirez, Economic Development Director
M. Alicia Duarte, CMC, City Clerk

The Invocation was delivered by Greg Welch, Chaplain, Downey Police Department. The Pledge of Allegiance was led by Girl Scout Troop 2903.

CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS

Council Member Ortiz welcomed the audience to the meeting. He shared that Gallatin PTA invited him to participate in a slime assembly. He attended the City of STEM event in Los Angeles and thanked Director Dickow for his efforts in organizing a successful event. He reported attending the annual Police and Firefighter of the Year Luncheon and expressed gratitude to Downey's public safety personnel for their dedication. He attended the Bunny Patch event at Golden Park, which included a Youth Vendor Fair. He reiterated his interest in expanding the Lemonade Day initiative to help young residents learn entrepreneurial skills and requested support from his colleagues to move forward with the effort. The request was seconded by Council Member Frometa.

Council Member Frometa welcomed the audience to the meeting. She attended the Annual Police and Firefighter of the Year Luncheon and expressed deep appreciation to Downey's first responders and their families for their dedication and sacrifices. She acknowledged the event's roots, initiated by former Mayor Alex Saab, and commended the collaboration of local service clubs, the Downey Unified School District, and community leaders that make Downey a strong and united City. She also highlighted Earth Day, reminding residents of the importance of environmental stewardship and the need to care for natural resources for future generations. She noted that May is Mental Health Awareness Month and encouraged

residents to check in on one another with compassion and kindness. She provided several community updates, including the upcoming State of the District luncheon hosted by Assembly Member Blanca Pacheco, the Officer Ricardo "Ricky" Galvez Scholarship Celebration, and the Downey Council PTA Honorary Service Awards. She reminded residents about the Downey Chamber of Commerce's City Affairs Luncheon and encouraged local business participation. Council Member Frometa recognized several attendees, including Pastor Dan Dutch of Desert Reign Church, Michael Calvert, Jeannie Wood, and Police Chaplain Greg Welch. She noted ongoing efforts to address traffic calming concerns along Downey Ave. and major thoroughfares. She reminded residents to report debris, trash, or bulky items using the Downey app and reiterated the City's responsiveness to concerns about increased homeless activity and street vending. She reminded business owners that flashing window lights are prohibited under the City's Municipal Code and that Code Enforcement will be enforcing this issue.

Council Member Trujillo welcomed the audience to the meeting and encouraged residents to continue using the Downey app to report issues such as illegal dumping or graffiti, emphasizing the City's goal to address such concerns within 24 hours. He reported that he recently participated in the Arts and Culture Subcommittee meeting and shared the intent to rename it the Art, Culture, and History Committee to reflect Downey's rich historical legacy. He highlighted the City's cultural significance, noting its role in fast-food history with the oldest McDonald's and first Taco Bell, as well as its strong ties to space exploration and music. Council Member Trujillo recognized Karen and Richard Carpenter, Grammy-winning musicians and Downey High alumni, mentioning that Richard Carpenter will be performing at the Carpenter Performing Arts Center in Long Beach. He encouraged residents to attend performances at the Downey Theatre, emphasizing the City's investment in arts and culture and noting that the Theater has launched the careers of notable artists, including Miranda Cosgrove. He announced upcoming entertainment at the Theater, including Wild Child, a Doors tribute band, and a nearly sold-out freestyle dance music concert featuring 1980s performers. He congratulated the Downey Symphony Orchestra for its successful recent concert and praised the community's strong turnout. Council Member Trujillo requested that staff provide an inventory of all points of entry into the City of Downey, explaining that he would like to personally visit and evaluate them to assess how the City is visually represented to visitors and explore ways to enhance those entryways.

Mayor Pro Tem Pemberton welcomed the audience to the meeting. She shared that she attended the Downey Symphony's final performance of the season, which had a full audience and featured artwork by the Downey Arts Coalition. She reported that Northwest Downey Little League hosted a successful blood drive at the Knights of Columbus. She attended the Vector Control District meeting, where discussions included concerns about mosquito breeding in green pools and fire-affected areas. She explained that spraying treatments now last up to six months and that the annual service fee is $19 per single-family home. She informed residents that the Vector Control District District may introduce a new ballot measure due to increased costs and highlighted the new Sterile Insect Technique mosquito program. She added that she has asked Public Works to review the street sweeping schedule to help reduce standing water in gutters and requested that the Vector Control District provide a presentation at a City Council meeting before summer. Mayor Pro Tem Pemberton shared that Arbor Day was celebrated with the giveaway of 300 one-gallon fruit trees, and 10 additional trees were planted at the bus depot by Kirkwood Christian School. She thanked Public Works staff for organizing the event. She attended the ribbon-cutting ceremony for Lavender Delights, a new boutique on 3rd St., opened by long-time resident Violet, and encouraged residents to support small businesses. As a SEAACA Board Member, she reported that the organization recently held a free wellness clinic that served 166 pets and resulted in 11 adoptions. She encouraged residents to visit local shelters and mentioned that through April 30, SEAACA's spring adoption program is offering dogs for $25. Mayor Pro Tem Pemberton highlighted two consent calendar items: approval of the Underground Utility District on Imperial Hwy. between Paramount Blvd. and Quill Dr., which will place 1,400 feet of overhead lines underground by 2027 using SCE Rule 20A funds, and acceptance of the Bus Signal Priority Project, which upgraded 72 traffic signals to improve bus route efficiency. She announced several upcoming events including the Prescription Drug Take-Back

Day at City Hall, the Ladies of Freestyle Concert and Assistance League Casino Night, the Downey Chamber of Commerce Street Fair, the Rancho Los Amigos Gala, and the 10-20 Club Daryl Jackson Golf Tournament at the Rio Hondo Golf Club. She requested staff review traffic safety concerns at Dos Rios Dr. and Bluff Rd., where the intersection currently lacks stop signs and experiences increased traffic and speeding. She asked staff to evaluate left-turn safety at Florence Ave. near Bellman Ave. and Tristan Dr. Mayor Pro Tem Pemberton concluded by recognizing Administrative Professionals Day, encouraging everyone to thank their administrative staff for their dedication and behind-the-scenes work.

Council Member Frometa thanked Dr. Carrie White and Mr. David Cha from Warren High School for attending the meeting and recognized them for their contributions to local education. She reported that several residents had contacted her regarding individuals claiming to work for Southern California Edison (SCE) going door to door requesting access to private properties for tree trimming and maintenance. She expressed concern that residents were unsure whether these individuals were legitimate SCE contractors and asked staff to verify and communicate this information to the public. City Manager Bradley responded that SCE does employ its own contractors who operate independently from the City and regularly perform such work. He stated that staff would follow up to confirm the legitimacy of the contractors and ensure residents are properly informed.

Mayor Sosa welcomed the audience to the meeting. He noted that earlier in the day the City honored the Police Officer and Firefighter of the Year and took a moment to recognize the support staff behind the Police and Fire Departments, thanking them for their vital contributions. He acknowledged Dr. Carrie White and Mr. David Cha from Warren High School in the audience. He recognized their dedication to Downey's students. Mayor Sosa reported attending the City of STEM event, organized through the City of Downey and led by Director Ben Dickow, which serves as the official science festival of Los Angeles (L.A.) County. He congratulated Director Dickow and his team for representing Downey on such a significant regional platform. He shared that, as a Board Member of the SELACO Workforce Development Policy Board, he is working on initiatives to build partnerships with local businesses to expand internship and entry-level job opportunities for youth. He also attended the L.A. County Sanitation District meeting and the Cerritos College State of the College event, commending Dr. Jose Fierro for his leadership and highlighting Cerritos College as a premier institution with strong academic and workforce programs. Mayor Sosa announced two upcoming events for the community, the Veterans Breakfast at the Columbia Memorial Space Center in honor of local veterans, and the inaugural Men's Health Awareness Fair at Apollo Park. He explained that the fair will focus on promoting men's physical and mental health and breaking the stigma surrounding wellness topics.

CITY MANAGER/STAFF MEMBER COMMENTS

City Manager Bradley confirmed staff received a request from Mayor Pro Tem Pemberton to conduct a stop sign study at the intersection of Dos Rios Rd. and Bluff Dr. The request was seconded by Mayor Sosa. He noted a second request from Mayor pro Tem Pemberton for a study regarding a potential median left-turn lane at Florence Ave. near Bellman Ave. and Tristan Dr. The request was seconded by Council Member Frometa. He stated there were no further updates from staff.

PRESENTATIONS

1. Mayor's Outstanding Citizen Award to Warren High School Scholarship Recipients: Josh Barrera, America Ramirez, Andra Campos and Melissa Canchola.

2. Certificates of Recognition to Downey Police and Fire Employees of the Quarter: Fire Captain Chris Bohannon and Police Officer Salvador Hinojosa.

PUBLIC HEARINGS

1. **PUBLIC HEARING NO. 6 TO CONSIDER AND DISCUSS THE TRANSITION TO A FIVE DISTRICT ELECTION SYSTEM, REVIEW DRAFT DISTRICT MAPS, AND IF MAP ADOPTION IS FINALIZED, INTRODUCE AN ORDINANCE AMENDING DOWNEY MUNICIPAL CODE SECTION 2103 REGARDING ELECTION BY FIVE DISTRICTS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS, PURSUANT TO THE CALIFORNIA VOTING RIGHTS ACT:** City Clerk/City Attorney.

    1) **HELD THE SIXTH PUBLIC HEARING TO CONSIDER ANY PUBLIC INPUT AND TO DISCUSS THE TRANSITION TO AN ELECTION SYSTEM CONSISTING OF FIVE INDIVIDUAL DISTRICTS;**

    2) **CONDUCTED FURTHER REVIEW OF DRAFT DISTRICT MAPS, INCLUDING THE FOCUS MAPS, AND FINALIZE SELECTION OF MAP FOR ADOPTION OR, ALTERNATIVELY, CONTINUE DISCUSSION AT A FURTHER PUBLIC HEARING; AND,**

    3) **IF A MAP IS SELECTED, BASED ON THAT MAP, INTRODUCE AN ORDINANCE AMENDING DOWNEY MUNICIPAL CODE SECTION 2103 REGARDING ELECTION BY FIVE DISTRICTS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS, PURSUANT TO THE CALIFORNIA VOTING RIGHTS ACT**

Mayor Sosa opened the Public Hearing at 7:59 p.m.

City Clerk Duarte affirmed receipt of the Proof of Publication. It was moved by Council Member Frometa, seconded by Council Member Ortiz, and carried 5-0, to receive and file the publication.

City Attorney Funk introduced Public Hearing Item No. 1, regarding the City's transition from its current four-district and one at-large election system to a new system consisting of five individual districts. He explained that the Council would be reviewing eight focus maps that illustrate different configurations for a five-district system. If the Council selects a preferred map, an Ordinance implementing the new system would be introduced, with a second reading scheduled for the next Council meeting on May 13. The Council would also determine whether the new system would take effect for the 2026 or 2028 election cycle. City Attorney Funk noted that the City's Demographer, Doug Johnson, was present to provide technical input, answer questions, and collect any additional feedback from the Council or public regarding the proposed maps.

Demographer Doug Johnson reported no new maps were received and briefly reviewed the redistricting process and legal criteria. He stated that all draft maps meet federal requirements for equal population, Voting Rights Act compliance, avoidance of racial gerrymandering, and satisfy California criteria for contiguity, minimizing division of neighborhoods and communities of interest, following easily identifiable boundaries, and compactness, with a prohibition on favoring or discriminating against incumbents, candidates, or parties. He noted the Council previously narrowed discussion to eight focus maps, four featuring a central district with surrounding quadrants and four distinct alternatives. He highlighted the online interactive review map for detailed examination. He stated if a preferred map is selected tonight, staff then will convert district letters to numbers and specify the election schedule in the implementing Ordinance. He added that additional hearings remain an option if further discussion or map changes are desired by the Council.

Mayor Pro Tem Pemberton stated she had reviewed all maps and found some unsuitable due to zig-zagging boundaries and unclear delineation that could confuse residents or shift existing constituencies. She expressed openness to discussion but indicated a preference to focus on two or three maps which were better defined.

Council Member Frometa stated she had no questions but reiterated her support for the map she previously favored, emphasizing the importance of maintaining neighborhood integrity and balanced districts. She expressed disappointment that opposing counsel was unwilling to grant the City an extension, noting that the Council has acted diligently and responsibly in its decision-making. She opposed pursuing litigation, citing fiscal responsibility to the community and opposition to spending taxpayer funds on unnecessary legal action.

Mayor Sosa acknowledged that the discussion represents a significant decision that could impact the City's future voting system. He emphasized the importance of conducting a cost-benefit analysis in light of potential litigation, noting that while some residents value being able to vote for both a district and citywide representative, the City must weigh legal risks against financial costs. He stated that although he believes the City has a defensible position, pursuing that defense could be costly. Mayor Sosa agreed with his colleagues and indicated he would hear public comments and further discussion before proceeding.

Council Member Trujillo stated that he agreed with his colleagues' comments and expressed frustration about being forced into a position to make such a significant decision under pressure. He noted that the change to the City's voting system is a major shift for the community and wished there were more time for discussion. He supported narrowing down the eight maps currently under consideration to two or three for further review, emphasizing the need to make progress before the next meeting.

Council Member Trujillo assured residents that even with the transition to district-based elections, all five council members remain committed to serving the entire City. He emphasized that while each member is elected by district, the Council consistently works collaboratively for the overall benefit of Downey. He encouraged residents to reach out to any Council Member for assistance, stating that effective representation will not be diminished and that the Council continues to function as a unified team.

Mayor Sosa added that residents currently value having a voice in electing two representatives, one district-based and one citywide. He agreed with Council Member Trujillo's remarks, emphasizing that all Council Members remain accountable to residents across the entire City, which contributes to the Council's strong cohesion and teamwork.

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding the Public Hearing item. City Clerk confirmed two written public comments were received.

Ariana Oliva, resident, commented in support of draft Maps 105, 110, and LAM 1 and LAM 9.

Faraz Aqil, commented that his preferred draft map is Map 105, followed by Map 101, LAM Map 9, and lastly Map 106. He is in opposition of Maps 102, 110, 113, and LAM 1.

It was moved by Council Member Frometa, seconded by Mayor Pro Tem Pemberton, and carried 5-0, to receive and file written public comment.

Mayor Sosa asked City Clerk Duarte if there was anyone present who would like to comment regarding the Public Hearing item.

Lee Squire, resident, commented in support of a five-district council and recommended implementing the change effective November 2026.

B.C., resident, commented in opposition to a five-district election system.

Faraz Aquil, resident, commented in support of draft Maps 105, 101, LAM Map 9, and Map 106, and is available to answer any questions from the Council.

It was moved by Council Member Ortiz, seconded by Council Member Frometa, and so ordered by Mayor Sosa, to close public comment at 8:20 p.m.

Council Member Ortiz requested further discussion on potential district maps, noting that Map 105 appears to be the consensus choice among the Council. He also suggested considering Map 101, pointing out that while some colleagues previously opposed it due to its concentration in the downtown area, Map 105 similarly encompasses that area. He asked for additional dialogue to compare the differences between the two maps and determine the Council's preference.

Council Member Frometa stated that she preferred Map 105 over Map 101 because it keeps the residential neighborhoods of Cherokee Estates intact and does not include them in the new district. She noted that Map 105 provides a fairer representation by preserving district boundaries and maintaining balanced representation in the central area of the City.

Council Member Ortiz stated that discussions often reference a perceived divide between North and South Downey, but he felt that Map 101, compared to Map 105, distributes portions of each district more evenly, creating fairer representation across the City. He stated that he is inclined toward both Maps 101 and 105, with a preference for Map 105.

Council Member Frometa agreed that Map 105 achieves balanced representation without dividing the Cherokee Estates neighborhood, keeping it more intact. She stated that after reviewing all 22 maps, Map 105 appears to provide the best overall balance by drawing portions from each district while maintaining acceptable population deviation levels, noting that Map 101 had slightly greater deviation. She concluded by expressing interest in hearing her colleagues' input.

Mayor Pro Tem Pemberton stated that although her original preference was Map 104, after hearing her colleagues' perspectives, she understood the reasoning behind Map 105 and agreed it was among her top choices. She explained that Map 105 provides clear boundaries and fair representation, particularly for areas in South Downey that experience higher traffic. She also expressed interest in Map 113, noting that while it spans the City's width at approximately 4.7 miles, it still maintains neighborhood integrity, with Firestone Blvd. and Stewart and Gray Rd. serving as dividing lines. Additionally, she mentioned LAM 1 as another possible option, citing its clean boundaries and preservation of neighborhood cohesion. She added that many residents are unfamiliar with their district, their council representative, or the concept of at large voting, with some mistakenly believing they were voting for the mayor. Mayor Pro Tem Pemberton commented that a five-district system could make it more financially feasible for residents to run for office, broadening representation. She noted that residents often contact the Mayor when uncertain whom to reach, underscoring the importance of clear representation. While she supported the transition to five districts, she expressed concern about the pace of the process and agreed that pursuing litigation would be an unwise use of City resources.

Council Member Frometa asked Mayor Pro Tem Pemberton to elaborate on why she considers Map 113 a strong contender, noting that it runs the full width of the City.

Mayor Pro Tem Pemberton explained that Map 113 includes a mix of diverse neighborhoods, balancing multifamily and single-family areas that would benefit from closer attention and oversight. She noted that while the district appears long, its population and density are comparable to other Districts. She added that campaigning across large stretches such as Firestone Blvd. to the I-5 Fwy. is manageable when viewed in smaller neighborhood sections along Firestone Blvd. and Stewart and Gray Rd. Mayor

Pro Tem Pemberton highlighted that the map allows for shared representation along major corridors like Downey Ave., providing stronger coverage for high-traffic areas.

Council Member Trujillo stated that after reviewing the maps, he now favors Map 105 over Map 101, noting that it better preserves the cohesion of the Cherokee Estates neighborhood. He added that Map 105 causes less disruption to existing districts and provides a balanced option, indicating that if a vote were taken, he would support Map 105.

Mayor Sosa reiterated his disagreement with his colleagues, stating that he views the matter as an opportunistic legal action by a beginner attorney and expressed his discomfort with proceeding. He then called for a motion and a second for any desired action.

Council Member Frometa asked Mayor Sosa whether the item should be continued to the next meeting or if the Council should act at this time to narrow the eight focus maps down to three, suggesting Maps 105, 113, and LAM 1.

Mayor Sosa stated that he was not proposing to continue the item and indicated that if there was a desired action, a motion could be made that evening.

Council Member Ortiz asked Mayor Sosa to elaborate on his position, stating that he wanted to better understand the Mayor's perspective and intentions before proceeding with further discussion.

Mayor Sosa stated that while he believed Map 105 made the most sense, he continued to struggle with the overall decision, emphasizing that the change would permanently impact the City's voting system. He reiterated concerns about the legal pressure facing the City, describing it as an opportunistic legal challenge from outside parties, and expressed discomfort with outsiders dictating Downey's local decisions. He then invited his colleagues to make a motion and second, noting that this was the sixth public hearing on the matter.

Council Member Frometa asked her colleagues if there was interest in further discussing or bringing back Map 113, noting that most of the current discussion had centered on Map 105.

Council Member Trujillo stated that he was not comfortable with Map 113, describing it as too drastic of a change. He said he preferred a map that created a central district by drawing portions from each existing district, which he felt was a more balanced approach. He added that he was comfortable making a motion to adopt Map 105, noting that the Council had already discussed reducing the number of districts before outside legal involvement. He agreed with Mayor Pro Tem Pemberton's points about equalizing campaign efforts and representation across all districts, emphasizing that the Council works cohesively. He then made a motion to adopt Map 105. The motion was seconded by Mayor Pro Tem Pemberton.

City Attorney Funk clarified that Council Member Trujillo's motion should also include the introduction of the Ordinance associated with the selected map to initiate the implementation process. He added that if the motion were approved, the Ordinance would return for a second reading on May 13.

Council Member Frometa asked whether the vote would also determine when the new district system would take effect, specifically in 2026. City Attorney Funk confirmed that was correct and explained the motion should include the desired effective date, giving the options of either November 2026 or November 2028.

Council Member Trujillo asked what the difference would be between making the new district system effective in 2026 versus 2028.

Council Member Frometa explained that two Council seats will be up for re-election, and adjusting the districts accordingly could create a more balanced opportunity for individuals seeking office.

City Attorney Funk clarified that if the Council chose 2026 as the effective date, the new district boundaries would apply to Districts 2 and 4 in the November 2026 election. If the Council chose 2028, the changes would take effect for Districts 1, 3, and 5 in November 2028, and for Districts 2 and 4 in 2030.

Council Member Trujillo asked if there would be any cost impact to the City between adopting the new district system in 2026 or 2028. City Attorney Funk responded that there would not necessarily be a cost difference, though delaying implementation until 2028 could present some risk of renewed CVRA legal challenges. However, he noted that either timeline would align with the Council's previously adopted Resolution of intent from November of last year.

Council Member Trujillo moved to amend his motion to adopt Map 105, begin the process to adopt the accompanying Ordinance, and implement the new district map effective in 2026.

Mr. Johnson explained that if the new district map takes effect in 2026, residents currently in Districts 2 and 4 who are moved into District 5 would not vote in 2026 and would instead vote in 2028. He noted that this delay in voting for some residents must be weighed against the potential legal risks of postponing implementation, as outlined by the City Attorney.

Council Member Ortiz stated that, in his view, Cherokee Estates appears to remain intact under Map 101. He expressed support for implementing the new districts in 2026 but said he wanted to fully understand his colleagues' reasoning for preferring Map 105, noting that the boundary shift between Districts 1 and 2 seemed only slightly lower in that version.

Council Member Ortiz made a substitute motion to bring back both Map 105 and Map 101 for further discussion at the next meeting.

The motion died due to lack of a second.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Pemberton, and carried 3-2, with Mayor Sosa and Council Member Ortiz voting no, to adopt Map 105, introduce the accompanying Ordinance, and implement the new Council Districts Map effective in 2026.

Mr. Johnson clarified that the next step was to confirm the labeling of the new Council districts. He explained that the logical approach would be to convert the current lettering system (A–E) into numbered districts (1–5). He emphasized that this change would not alter any existing designations or numbering. The council agreed that this transition was straightforward and did not require a formal vote.

2. **APPROVAL OF UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) PLANNING DOCUMENTS - DRAFT 2025-2029 CONSOLIDATED PLAN & 2025-2026 ACTION PLAN:** Economic Development.

    1) **APPROVED THE DRAFT 2025-2029 CONSOLIDATED PLAN AND DRAFT 2025-2026 ACTION PLAN AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT THE DOCUMENTS AND THE REQUIRED CERTIFICATIONS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND,**

    2) **AUTHORIZED THE CITY MANAGER, OR HIS DESIGNEE, TO MODIFY AND EXECUTE ANY AND ALL APPROPRIATE INSTRUMENTS, AGREEMENTS, CONTRACTS, AND**

IMPLEMENTING DOCUMENTS RELATED TO THE IMPLEMENTATION AND ADMINISTRATION OF THE PROPOSED FISCAL YEARS 2025-2029 CONSOLIDATED PLAN AND FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN, COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP GRANT PROGRAM, INCLUDING SUBRECIPIENT GRANT CONTRACTS AND AGREEMENTS, BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S APPROPRIATION TO THE CITY

Mayor Sosa opened the Public Hearing at 8:42 p.m.

City Clerk Duarte affirmed receipt of the Proof of Publication. It was moved by Council Member Frometa, seconded by Council Member Ortiz, and carried 5-0, to receive and file the publication.

Director of Economic Development Austin Ramirez provided the staff report for Item No. 2. He presented the City's 2025–2029 Consolidated Plan and 2025–2026 Annual Action Plan, required by the U.S. Department of Housing and Urban Development to maintain eligibility for federal CDBG and HOME funding. He explained that the five-year plan identifies community priorities based on a needs assessment and public survey, which received 452 responses, twice the typical rate in other cities. The data showed that 8.4 percent of residents live below the poverty level, over half of households earn below 80 percent of the area median income, 35 percent include seniors, and 86 percent of homes were built before 1980, indicating widespread rehabilitation needs. The 2024 homeless census counted 151 unsheltered individuals in Downey. Based on these findings, the City's priorities include expanding and preserving affordable housing, improving public facilities and infrastructure, preventing homelessness, providing supportive services, and ensuring fair housing compliance. The Annual Action Plan reallocates $55,000 from public services to the Housing Rehabilitation Program to reduce its six-year waitlist and continues debt service on Section 108 loans, two of which will be paid off by 2027. The City will also continue partnerships with the Fair Housing Foundation and The Whole Child for housing and homelessness prevention services. Director Ramirez concluded that the plans will guide how Downey invests federal resources to address housing, infrastructure, and social needs while supporting vulnerable residents and maintaining compliance with federal requirements.

Council Member Frometa asked if the City maintains communication with residents on the housing rehabilitation waitlist to ensure their continued eligibility over the several years they may be waiting. Director Ramirez responded that applicants are required to certify their information annually, which allows staff to confirm eligibility, update contact information, and remove those who have moved or are no longer interested.

Mayor Pro Tem Pemberton asked if there was any way to allocate additional funding to assist more residents through the Housing Rehabilitation Program, noting the significant need in the community. Director Ramirez explained that while staff reallocates any unspent CDBG funds to the program whenever possible, increasing funding further would require reducing allocations from other categories. He added that once two Section 108 loans are fully repaid by 2027, approximately $200,000 per year will become available to support additional housing rehabilitation projects.

Mayor Pro Tem Pemberton asked if there is a maximum funding limit per household under the Housing Rehabilitation Program. Director Ramirez responded that the cap is $50,000 per household, though most projects do not reach that amount as it depends on the scope of work. He clarified that the 41-person waitlist applies only to the CDBG-funded portion of the program, not the HOME-funded portion, which has stricter income and property value qualifications. He added that because Downey's home values are high, larger rehabilitation projects can easily raise a property's value above the federal threshold of 95 percent of the area median home value, limiting eligibility for some applicants.

Director Ramirez concluded by outlining the next steps, explaining that once final federal funding allocations are received, staff will finalize the budgets, the full Consolidated Plan, and the Annual Action Plan for 2025–2026. The completed plans will then be submitted to HUD for approval, after which the City will begin implementation of the identified programs.

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding the Public Hearing item. City Clerk confirmed no written public comment were received.

Mayor Sosa asked City Clerk Duarte if there was anyone present who would like to comment regarding the Public Hearing item.

Lee Squire, resident, commented in regards to the Housing Rehabilitation Program, asking how much funding is allocated to single-family homes and whether mobile homes are also included.

B.C., resident, commented in regards to federal HUD policy.

It was moved by Mayor Pro Tem Pemberton, seconded by Council Member Frometa, and so ordered by Mayor Sosa, to close public comment at 9:06 p.m.

It was moved by Council Member Frometa, seconded by Council Member Trujillo, and carried a 5-0, to approve staff's recommend actions, 1 and 2.

3. CONSIDERATION OF ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 24 PURSUANT TO CALIFORNIA PUBLIC UTILITIES COMMISSION RULE 20A AND CHAPTER 5 OF ARTICLE VII OF THE DOWNEY MUNICIPAL CODE: Public Works.

ADOPTED RESOLUTION NO. 25-8297, ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 24 ALONG THE LENGTH OF PARAMOUNT BOULEVARD FROM IMPERIAL HIGHWAY TO APPROXIMATELY 50 FEET SOUTH OF QUILL DRIVE PURSUANT TO CALIFORNIA PUBLIC UTILITIES COMMISSION RULE 20A AND CHAPTER 5 OF ARTICLE VII OF THE DOWNEY MUNICIPAL CODE

Mayor Sosa opened the Public Hearing at 9:02 p.m.

City Clerk Duarte affirmed receipt of the Proof of Publication. It was moved by Mayor Pro Tem Pemberton, seconded by Council Member Frometa, and carried 5-0, to receive and file the publication.

Principal Civil Engineer Timothy Birthisel provided the staff report for Item No. 2., which would establish Underground Utility District No. 24 along Paramount Blvd. from Imperial Hwy. to approximately 50 feet south of Quill Dr. He explained that the location was selected after confirmed eligibility for Rule 28 funding, replacing a previously considered segment on Firestone Blvd. The project will underground about 1,400 linear feet of existing overhead utilities, install new conduit and vaults, and provide service conversions of up to 100 feet per customer. It is fully funded through $2.8 million in Rule 28 work credits allocated to the City. Mr. Birthisel noted that while Rule 28 covers electric infrastructure, telecommunication companies must fund their own undergrounding work. Construction is anticipated to begin in 2027, with temporary impacts such as noise, limited access, and short utility interruptions. The City will notify affected properties in advance and provide ongoing coordination with residents and businesses. He further explained that the project is made possible through the California Public Utilities Commission's Rule 20A program, which funds undergrounding projects that provide a public benefit, along major transportation corridors. Establishing the district requires formal City Council approval

through a Resolution, and proper notice was provided to nearby property owners. The proposed Resolution authorizes the use of Rule 28 credits to complete the project.

Mayor Sosa asked when the project would begin. Mr. Birthisel responded that construction is anticipated to start in 2027.

Council Member Frometa thanked Mr. Birthisel for his presentation and emphasized the importance of strong community engagement for the undergrounding project, particularly in areas with multifamily housing. She noted that even brief utility interruptions could significantly disrupt residents and urged staff to ensure clear and thorough communication with the community.

Mayor Pro Tem Pemberton commented that the undergrounding project would greatly improve neighborhood aesthetics and reduce risks during accidents, such as electrical outages caused by downed poles. She referenced past council efforts by former Mayor Meredith Perkins to underground utilities along Imperial Hwy. and asked which areas already have underground districts. Mr. Birthisel responded that there are 23 existing districts. Mayor Pro Tem Pemberton added that residents should be informed of potential impacts to sensitive equipment, such as aquariums or medical devices.

Council Member Ortiz asked how often the City can apply for undergrounding work credits. Mr. Birthisel explained that the Rule 28 program is being phased out, as SCE funding for it is nearing its end, making this the final phase in which the City can use the available credits.

Council Member Ortiz asked if this would be the only section of the City to have underground utilities. City Manager Bradley responded that while this project uses the last available SCE funding, staff will continue seeking future opportunities and alternative funding sources to underground additional overhead lines over the next 20 to 30 years, as directed by the Council.

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding the Public Hearing item. City Clerk confirmed no written public comments were received.

Mayor Sosa asked City Clerk Duarte if there was anyone present who would like to comment regarding the Public Hearing item.

Having none, Mayor Sosa closed public comment.

It was moved by Council Member Ortiz, seconded by Mayor Pro Tem Pemberton, and so ordered by Mayor Sosa, to close the Public Hearing at 9:09 p.m.

RECESS/RECONVENE

Mayor Sosa recessed the City Council meeting at 9:09 p.m. Mayor Sosa reconvened the City Council meeting at 9:10 p.m. with all Council Members present.

It was moved by Council Member Ortiz, seconded by Mayor Pro Tem Pemberton, and carried a 5-0, to adopt Resolution No. 25-8297, establishing Underground Utility District No. 24 along the length of Paramount Blvd. from Imperial Hwy to approximately 50 feet south of Quill Dr. pursuant to California Public Utilities Commission Rule 20a and Chapter 5 of Article VII of the Downey Municipal Code.

PUBLIC COMMENT ON AGENDA, CONSENT CALENDAR AND NON-AGENDA ITEMS

Mayor Sosa asked City Clerk Duarte if any written public comments were received regarding Agenda, Consent Calendar and Non-Agenda items. City Clerk Duarte confirmed no written public comments were received.

Mayor Sosa asked City Clerk Duarte if there was anyone present who would like to comment regarding Agenda, Consent Calendar and Non-Agenda items.

Lee Squire, resident, commented regarding Holocaust Remembrance Day.

B.C, resident, commented in regards to Measure S and Measure D and Item No. 9.

John Lacey, resident, commented in regards to the City receiving an award for having a transparent and fiscally responsible budget for the 12 year in a row.

Faraz Aqil, resident, commented in regards to Item No. 6, and bushes blocking the back exit of the bus at the bus stop on Lakewood Blvd. and Alameda St.

It was moved by Council Member Frometa, seconded by Mayor Pro Tem Pemberton, and so ordered by Mayor Sosa to close public comment.

CONSENT CALENDAR

It was moved by Council Member Frometa, seconded by Mayor Pro Tem Pemberton, and carried 5-0, to approve the Consent Calendar.

4. **APPROVED MINUTES:** Regular Meeting March 12, 2024: City Clerk

5. **WARRANTS ISSUED**: Warrant Nos. 387518-387887; Payroll Wire Nos. 30004566-30004570; EFT Nos. 14488-14535; and, Manual Wire Nos. 2665, in the total amount of is $5,465,770.49: Finance.

6. **ACCEPTANCE OF WORK FOR THE CITYWIDE BUS SIGNAL PRIORITY PROJECT, CAPITAL IMPROVEMENT PROJECT NO. 17-07:** Public Works.

    1) **ACCEPTED THE WORK FOR THE CITYWIDE BUS SIGNAL PRIORITY PROJECT, CIP NO. 17-07;**

    2) **APPROVED INTERNATIONAL LINE BUILDERS, INCORPORATED'S FINAL CONSTRUCTION CONTRACT AMOUNT OF $1,875,742;**

    3) **APPROPRIATED $149,920 IN GRANT FUNDS IN ACCOUNT NO. 26-1-7826 IN ORDER TO ADJUST THE FY 24-25 APPROPRIATION IN GRANT FUNDS; AND**

    4) **AUTHORIZED THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT**

7. **AUTHORIZATION FOR PROCUREMENT AND RENTAL OF PORTABLE GENERATORS:** Public Works.

    1) **AUTHORIZED PROCUREMENT OF PORTABLE GENERATORS DEEMED NECESSARY OR DESIRABLE UP TO THE APPROVED BUDGET OF $375,000; AND,**

2) **RATIFIED PAST MONTHLY PORTABLE GENERATOR RENTAL CHARGES IN THE AMOUNT OF $162,000 AND AUTHORIZED THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH UNITED RENTALS IN THE AMOUNT OF $350,000 TO COVER PAST AND FUTURE MONTHLY RENTAL OF PORTABLE GENERATORS AS DEEMED NECESSARY OR DESIRABLE WITHIN THE APPROVED BUDGET**

8. **RESOLUTION AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS TO FINANCE THE DEVELOPMENT OF THE VETERAN COMMONS HOUSING DEVELOPMENT:** Administration.

   ADOPTED RESOLUTION NO. 25-8298, AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED $44,000,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY RENTAL HOUSING PROJECT IN THE CITY OF DOWNEY

9. **SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING AN AMENDMENT TO THE LAKEWOOD/FIRESTONE SPECIFIC PLAN (SP 91-2) TO ADD COMMERCIAL RECREATION AND MINOR COMMERCIAL RECREATION LAND USES AS CONDITIONALLY PERMITTED USES:** Community Development.

   ADOPTED ORDINANCE NO. 25-1524, APPROVING A SPECIFIC PLAN AMENDMENT (PLN-25-00033) TO THE LAKEWOOD/FIRESTONE SPECIFIC PLAN (SP 92-1) TO ADD COMMERCIAL RECREATION AND MINOR COMMERCIAL RECREATION LAND USES AS PERMITTED USES WITHIN THE SPECIFIC PLAN AREA

10. **MID-YEAR BUDGET PERFORMANCE REVIEW:** Finance.

    1) **RECEIVED AND FILED THE MID-YEAR BUDGET PERFORMANCE REVIEW FOR THE 6-MONTH PERIOD ENDING DECEMBER 31, 2024, WHICH REPRESENTS THE BALANCES AND ACTIVITY FOR THE FIRST AND SECOND QUARTERS OF FISCAL YEAR 2024-2025;**

    2) **APPROVED A REVENUE INCREASE OF $3,888,786 TO THE GENERAL FUND FY 2024-2025 BUDGET; AND,**

    3) **APPROVED AN APPROPRIATION INCREASE OF $2,735,403 TO THE GENERAL FUND FY 2024-2025 BUDGET**

11. **APPROVAL OF A STREET CLOSURE APPLICATION REQUEST BY THE DOWNEY CHAMBER OF COMMERCE FOR THE 31ST ANNUAL DOWNEY STREET FAIRE EVENT:** Administration.

    APPROVED THE STREET CLOSURE PERMIT FOR SATURDAY, MAY 10, 2025, FROM 8:00 A.M. TO 8:00 P.M. TO ACCOMMODATE THE "31ST ANNUAL DOWNEY STREET FAIRE" TAKING PLACE FROM 11:00 A.M. TO 6:00 P.M.

ADMINISTRATIVE REPORTS

12. **INTRODUCTION OF AN ORDINANCE TO ESTABLISH PROCEDURES FOR THE PLACEMENT OF DELINQUENT SOLID WASTE CHARGES ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL:** Public Works.

1) **INTRODUCED AN ORDINANCE TO ESTABLISH PROCEDURES FOR THE PLACEMENT OF DELINQUENT SOLID WASTE CHARGES ON THE LOS ANGELES COUNTY TAX ROLL; AND,**

2) **AUTHORIZED THE PREPARATION OF THE ANNUAL REPORT OF DELINQUENT ACCOUNTS TO BE DELIVERED BY ATHENS SERVICES TO THE CITY BY BEGINNING OF JUNE 2025**

City Manager Bradley provided the staff report for Item No. 12. He reported that staff has been working with Athens Services to address a growing number of delinquent waste collection accounts. The City's contract allows Athens to request suspension of service for unpaid accounts, but staff advised against this approach due to public health concerns. Instead, Athens proposed that delinquent accounts be added annually to the property tax roll for collection by the City, which would then remit the recovered funds back to Athens to bring the accounts current. Each year around June, Athens would provide a list of delinquent accounts to the City, followed by a required public notification process to inform affected property owners. Residents would have the opportunity to resolve their balances or submit comments during a scheduled public hearing. If approved by the City Council, the delinquent amounts would be added to property tax bills in August as line items, allowing for recovery through the standard tax collection process.

Council Member Frometa expressed support for the proposed process to recover delinquent Athens Service accounts through property tax collection. She acknowledged the business challenges Athens faces when customers fail to pay, noting that it is difficult to operate effectively without consistent revenue. At the same time, she emphasized that halting trash service would create public health hazards. She added that some property managers may be unaware their tenants are delinquent, and this process ensures proper collection and accountability. She concluded by thanking Athens for their partnership and reiterating her support for a solution that keeps the community clean and the company compensated.

Mayor Sosa asked if the proposed delinquent account collection process was standard practice in other cities. City Manager Bradley confirmed that several cities have adopted similar Ordinances.

Mayor Pro Tem Pemberton emphasized the importance of ensuring property owners are notified when tenants become delinquent on trash service payments. She noted that while owners should ultimately be responsible for utility accounts, tenants who fail to pay can leave before the issue is discovered, creating complications. She added that owners must be informed of delinquencies since unpaid balances could be added to property tax bills. Mayor Pro Tem Pemberton expressed confidence that the process will include notices to both tenants and property owners to help avoid liens and allow timely resolution.

Council Member Frometa noted that nearly half of Downey's residents are tenants. She agreed with Mayor Pro Tem Pemberton's comments and expressed support for implementing the new process, stating she was glad to see it finally being implemented.

City Manager Bradley stated that he had discussed the property owner and tenant issue with Athens earlier in the day and explained that the new Ordinance will allow Athens to communicate more directly with property owners regarding delinquent accounts.

Council Member Ortiz asked if adopting the Ordinance would cause any disruption in trash service for delinquent accounts. City Manager Bradley confirmed that service would continue without interruption.

It was moved by Council Member Frometa, seconded by Council Member Trujillo, and carried a 5-0, to approve the staff's recommend actions, 1 and 2.

ADJOURNMENT

Mayor Sosa adjourned the Regular City Council Meeting – Open Session at 9:32 p.m. in memory of Deputy Sheriff William May, 38, 6-year veteran of the Walton County Sheriff's Office, who passed away after being shot responding to a disturbance call; Deputy Sheriff Melissa Pollard, N/A, 8-year veteran of the Wood County Sheriff's Office, who passed away in a traffic collision while on-duty; United States Marine Corps Lance Corporals Albert Aguilera, 22, of Riverside, California, and Marcelino Gamino, 28, of Fresno, California, tragically passed away following a vehicle crash while their convoy was traveling along the U.S.–Mexico border near Santa Teresa, New Mexico; and, Pope Francis, 88, the head of the Catholic Church and the first Latin American pope.

MARIA ALICIA DUARTE, CMC
City Clerk

CLAUDIA M. FROMETA
Mayor

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15548	2/6/2026	138591	360 MARTIAL ARTS ACADEMY, LL	33645	1/30/2026	EFT - INSTRUCTOR FEE	1,597.40	
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				33826	1/30/2026	EFT - INSTRUCTOR FEE	2,039.80	5,663.00
15549	2/6/2026	124889	ALBELO, MICHAEL	302	11/26/2025	EFT - SPECIALIZED INFORMATIC	4,864.00	4,864.00
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15550	2/6/2026	110278	BARDEN-PARSLEY, TIFFANY	33688	1/30/2026	EFT - INSTRUCTOR FEE	644.00	
	Voucher:			33703	1/30/2026	EFT - INSTRUCTOR FEE	701.40	
				33693	1/30/2026	EFT - INSTRUCTOR FEE	578.20	
				33708	1/30/2026	EFT - INSTRUCTOR FEE	417.90	
				33698	1/30/2026	EFT - INSTRUCTOR FEE	275.10	2,616.60
15551	2/6/2026	111817	CAUSLY, CARL	33633	1/30/2026	EFT - INSTRUCTOR FEE	4,384.80	4,384.80
	Voucher:							
15552	2/6/2026	114442	COBAN TECHNOLOGIES, INC.	61333	1/23/2026	EFT - SERVICE	103.93	103.93
	Voucher:							
15553	2/6/2026	101151	DATA TICKET INC	188419	1/19/2026	EFT - DEC 2025 MONTHLY PAYM	2,642.53	
	Voucher:			188542	1/19/2026	EFT - DEC 2025 MONTHLY MINIM	200.00	2,842.53
15554	2/6/2026	101356	DOWNEY CITY EMPL ASSOC (MA	Ben1766429	2/6/2026	EFT - IBEW DUES: PAYMENT	1,346.12	1,346.12
	Voucher:							
15555	2/6/2026	101355	DOWNEY CITY EMPLOYEES ASS	Ben1766427	2/6/2026	DCEA MISC DUES: PAYMENT	735.00	735.00
	Voucher:							
15556	2/6/2026	106150	DOWNEY FIRE MANAGEMENT AS	Ben1766431	2/6/2026	FIRE MGMT DUES: PAYMENT	750.00	750.00
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15557	2/6/2026	101365	DOWNEY FIREMEN'S ASSN-IAFF	Ben1766415	2/6/2026	FIRE DUES: PAYMENT	5,812.18	5,812.18
	Voucher:							
15558	2/6/2026	101372	DOWNEY POLICE MANAGEMENT	Ben1766423	2/6/2026	POLICE MGMT DUES: PAYMENT	1,000.00	1,000.00
	Voucher:							
15559	2/6/2026	101373	DOWNEY POLICE OFFICERS ASS	Ben1766417	2/6/2026	DPOA DUES (POLICE ASSOC DU	5,300.00	5,300.00
	Voucher:							
15560	2/6/2026	101374	DOWNEY POLICE-FIRE MEMORI/	Ben1766413	2/6/2026	FIRE/POLICE TRUST: PAYMENT	809.00	809.00
	Voucher:							
15561	2/6/2026	101375	DOWNEY PUB SAFETY EMP ASSI	Ben1766435	2/6/2026	SAFETY DUES: PAYMENT	1,080.00	1,080.00
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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15562	2/6/2026	117355	HENAO, COURTNEY	34784	1/30/2026	EFT - INSTRUCTOR FEE	67.20	
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				33716	1/30/2026	EFT - INSTRUCTOR FEE	982.80	
				33719	1/30/2026	EFT - INSTRUCTOR FEE	988.40	3,231.20
15563	2/6/2026	102028	HUMAN SERVICES ASSOCIATION	11302526	1/29/2026	EFT - NOV 2025 SENIOR DINNER	2,753.75	
	Voucher:			10312526	11/10/2025	EFT - OCT 2025 SENIOR DINNER	3,133.75	5,887.50
15564	2/6/2026	124953	ICMA, 108479 & 108481	Ben1766445	2/6/2026	LOAN PAYMENTS: PAYMENT	1,732.38	1,732.38
	Voucher:							
15565	2/6/2026	124952	ICMA, PLAN 300820	Ben1766451	2/6/2026	DEF COMP (SEAACA DEF COMP	3,210.85	3,210.85
	Voucher:							
15566	2/6/2026	139366	INFINITY TECHNOLOGIES	4778RPLCK	1/8/2026	EFT - PROFESSIONAL SERVICE /	13,000.00	
	Voucher:			4670RPLCK	12/9/2025	EFT - PROFESSIONAL SERVICE /	13,000.00	26,000.00
15567	2/6/2026	139366	INFINITY TECHNOLOGIES	4541RPLCK	11/7/2025	EFT - PROFESSIONAL SERVICE /	13,000.00	13,000.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
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				93958910	1/23/2026	EFT- BOOKS	10.25	
				93988055	1/26/2026	EFT- BOOKS	12.43	
				93988056	1/26/2026	EFT- BOOKS	11.79	
				93988057	1/26/2026	EFT- BOOKS	19.94	
				93988058	1/26/2026	EFT- BOOKS	22.71	
				93988059	1/26/2026	EFT- BOOKS	14.42	
				93988060	1/26/2026	EFT- BOOKS	13.72	
				93726965	1/14/2026	EFT - SUPPLIES	8.62	
				93726976	1/14/2026	EFT - SUPPLIES	172.38	
				93793767	1/16/2026	EFT - SUPPLIES	25.86	
				93793770	1/16/2026	EFT - SUPPLIES	8.62	
				93793779	1/16/2026	EFT - SUPPLIES	17.24	
				93793783	1/16/2026	EFT - SUPPLIES	30.17	
				93793790	1/16/2026	EFT - SUPPLIES	30.17	
				93894506	1/21/2026	EFT - SUPPLIES	8.62	
				93894509	1/21/2026	EFT - SUPPLIES	12.93	
				93922706	1/22/2026	EFT - SUPPLIES	0.61	
				93928505	1/22/2026	EFT - SUPPLIES	21.55	
				93958908	1/23/2026	EFT - SUPPLIES	6.69	
				93958911	1/23/2026	EFT - SUPPLIES	12.93	
				93988061	1/26/2026	EFT - SUPPLIES	25.86	
				93719453	1/14/2026	EFT- BOOKS	17.61	
				93726962	1/14/2026	EFT- BOOKS	33.38	
				93726963	1/14/2026	EFT- BOOKS	46.76	

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
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				93726969	1/14/2026	EFT- BOOKS	19.50	
				93726970	1/14/2026	EFT- BOOKS	42.89	
				93726971	1/14/2026	EFT- BOOKS	9.37	
				93726972	1/14/2026	EFT- BOOKS	19.79	
				93726973	1/14/2026	EFT- BOOKS	124.09	
				93726974	1/14/2026	EFT- BOOKS	182.48	
				93726975	1/14/2026	EFT- BOOKS	139.70	
				93762900	1/15/2026	EFT- BOOKS	394.09	
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				93793778	1/16/2026	EFT- BOOKS	32.98	
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				93793784	1/16/2026	EFT- BOOKS	6.34	
				93793785	1/16/2026	EFT- BOOKS	14.07	
				93793786	1/16/2026	EFT- BOOKS	13.70	
				93793787	1/16/2026	EFT- BOOKS	33.11	
				93793788	1/16/2026	EFT- BOOKS	14.43	
				93793789	1/16/2026	EFT- BOOKS	12.95	
				93894505	1/21/2026	EFT- BOOKS	47.79	
				93894507	1/21/2026	EFT- BOOKS	16.99	
				93894508	1/21/2026	EFT- BOOKS	22.19	
				93922705	1/22/2026	EFT- BOOKS	16.89	
				93928503	1/22/2026	EFT- BOOKS	16.04	
				93928504	1/22/2026	EFT- BOOKS	43.88	
				93958907	1/23/2026	EFT- BOOKS	102.22	
				93958909	1/23/2026	EFT- BOOKS	54.13	3,268.96
15573	2/6/2026	102410	KAISER FOUNDATION HEALTH PI	Ben1766443	2/6/2026	EFT - CITY KAISER MAINT & AO:	15,565.06	15,565.06
	Voucher:							
15574	2/6/2026	136882	KIDZ TALENT ACADEMY LLC	33806	1/30/2026	EFT - INSTRUCTOR FEE	1,274.00	
	Voucher:			33809	1/30/2026	EFT - INSTRUCTOR FEE	1,176.00	2,450.00

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15575	2/6/2026	120706	LANCE, SOLL & LUNGHARD, LLP	72168	12/31/2025	EFT - BUDGET FORECASTING M	8,000.00	8,000.00
	Voucher:							
15576	2/6/2026	119022	METLIFE SMALL BUSINESS CTR	Ben1766409	2/6/2026	EFT - METLIFE DENTAL: PAYMEN	3,353.61	3,353.61
	Voucher:							
15577	2/6/2026	110083	MV TRANSPORTATION, INC	136791	1/19/2026	EFT - DOWNEY LINK BUS SERVI	11,882.60	
	Voucher:			136688	1/12/2026	EFT - DOWNEY LINK BUS SERVI	60,981.44	
				136789	1/19/2026	EFT - DOWNEY LINK BUS SERVI	111,460.83	184,324.87
15578	2/6/2026	110083	MV TRANSPORTATION, INC	136790	1/19/2026	EFT - DOWNEY DIAL-A-RIDE SEF	1,927.84	1,927.84
	Voucher:							
15579	2/6/2026	140596	NATIONWIDE	Ben1766439	2/6/2026	EFT - PET INSURANCE NATIONW	1,815.77	1,815.77
	Voucher:							
15580	2/6/2026	126044	PARS - COUNCIL RETIREMENT, U	Ben1766441	2/6/2026	COUNCIL PARS RETIREMENT: PA	404.34	404.34
	Voucher:							
15581	2/6/2026	116715	PARS - DOWNEY, U.S. BANK NA. I	Ben1766425	2/6/2026	DOWNEY P/T PARS RETIREMEN	10,570.74	10,570.74
	Voucher:							
15582	2/6/2026	126043	PARS - SEAACA, U.S. BANK N.A. I	Ben1766449	2/6/2026	SEAACA P/T PARS RETIREMENT	1,560.16	1,560.16
	Voucher:							
15583	2/6/2026	133031	RBL PLUMBING	1362	1/14/2026	EFT - RIO HONDO CTRY CLUB	717.00	717.00
	Voucher:							
15584	2/6/2026	116350	S&S LABARGE GOLF INC	2/3/26	2/3/2026	EFT - GREEN FEES, CART RENT	56,708.44	56,708.44
	Voucher:							
15585	2/6/2026	123451	SOUTHERN COUNTIES FUELS	IN-0000282330	1/21/2026	EFT - FUEL	2,103.78	
	Voucher:			IN-0000276401	1/13/2026	EFT - FUEL	1,276.84	
				IN-0000281852	1/21/2026	EFT - FUEL	6,127.79	
				IN-0000829024	1/13/2026	EFT - FUEL	27,541.35	37,049.76
15586	2/6/2026	104500	STEWART, TONI	33818	1/30/2026	EFT - INSTRUCTOR FEE FOR CL	152.60	
	Voucher:			34647	1/30/2026	EFT - INSTRUCTOR FEE FOR CL	98.00	250.60

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15587	2/6/2026	138229	TENNIS MAKER INC.	34765	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	680.40	
	Voucher:			34763	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	565.60	
				34764	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	1,248.80	
				33851	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	789.60	
				33854	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	1,125.60	
				34766	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	898.80	
				33859	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	786.80	
				33874	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	254.80	
				33878	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	588.00	
				33882	1/30/2026	EFT - INSTRUCTOR FEE - CLASS	336.00	7,274.40
15588	2/6/2026	128404	THE SAUCE CREATIVE SERV CO	7985	1/21/2026	EFT - TLC5K UPDATE & DOOR H/	405.45	
	Voucher:			7991	1/26/2026	EFT - EMBROIDERY ON APPARE	461.50	
				7981	1/20/2026	EFT - CMSP TICKETS	173.13	1,040.08
15590	2/6/2026	125372	TOQUE, INC.	33984 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,238.30	
	Voucher:			33980 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	901.25	
				33981 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,585.15	
				33982 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,657.60	
				33983 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,789.90	
				33973 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	417.90	
				33974 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,659.00	
				33968 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,031.45	
				33969 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,414.70	
				33971 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,007.30	
				33970 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,416.10	
				33975 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,794.10	
				33976 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,447.25	
				33977 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,721.65	
				33978 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,241.10	
				33979 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	969.50	
				33945 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	2,947.35	
				33966 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,478.40	
				33967 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	809.20	
				33943 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	1,726.72	
				33944 - 1 OF 2	2/3/2026	EFT - INSTRUCTOR FEE	2,688.35	30,942.27

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15591	2/6/2026	100101	VOYA - DEFERRED COMP, NO.66	Ben1766419	2/6/2026	ROTH VOYA DEF COMP POST TA	72,529.82	72,529.82
	Voucher:							

Sub total for BANK OF THE WEST: 530,122.81

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396503	2/6/2026	116476	A & G FENCE & SUPPLY	46800	1/12/2026	LABOR GATE OPERATOR - WATE	2,615.00	2,615.00
	Voucher:							
396504	2/6/2026	106753	AFLAC	Ben1766399	2/6/2026	AFLAC ACCIDENT INS PRE TAX:	5,705.93	5,705.93
	Voucher:							
396505	2/6/2026	134742	AKESO OCCUPATIONAL HEALTH	1444-91312	11/7/2025	OCTOBER PRE-EMPLOYMENT M	1,720.00	
	Voucher:			1444-86788	11/7/2025	JUNE PRE-EMPLOYMENT MEDIC	1,150.00	
				1444-87374	11/7/2025	AUGUST PRE-EMPLOYMENT ME	6,685.00	
				1444-87092	11/7/2025	JULY PRE-EMPLOYMENT MEDIC	4,160.00	13,715.00
396506	2/6/2026	129865	ALBERTSONS / SAFEWAY	809420-012026-01	1/10/2026	SUPPLIES - GAME TOURNAMEN	7.40	
	Voucher:			808739-010826-01	1/8/2026	SUPPLIES - BOOK CLUB	21.92	29.32
396507	2/6/2026	116013	ALLSTAR FIRE EQUIPMENT, INC.	269951	1/23/2026	YELLOW NOMEX BRUSH COAT -	634.27	
	Voucher:			269952	1/23/2026	BOOTS - GONZALEZ	384.54	
				270041	1/28/2026	ARIZONA VORTEX KIT	1,665.98	
				269960	1/23/2026	LION PSDM-K7 7.0 OZ NATURAL	6,409.00	9,093.79
396508	2/6/2026	119262	ALPHA QUALITY CONCRETE, INC	246	1/26/2026	CITY MIX MATERIALS SIDE WALI	675.00	
	Voucher:			245	1/27/2026	TREE WELL - FARM RIVES & FUI	2,950.00	
				244	1/26/2026	ROOT DAMAGE - PARAMOUNT &	3,700.00	
				243	1/26/2026	ROOT DAMAGE - 9725 PARAMOU	1,900.00	
				249	1/22/2026	TREE WELLS MATERIALS - SUVA	800.00	
				240	1/22/2026	ROOT DAMAGE - 9086 IMPERIAL	4,200.00	
				241	1/22/2026	APROACH WING DAMAGE - COL	1,500.00	
				242	1/22/2026	TREE WELLS - SUVA & TWEEDY	3,950.00	19,675.00
396509	2/6/2026	140305	AMERICAN ELECTRIC SUPPLY	S2105744.007	12/25/2025	CIP- 14-09 - DECORATIVE STREE	15,248.75	15,248.75
	Voucher:							
396510	2/6/2026	123395	AMERICAN FIDELITY ASSURANC	Ben1766421	2/6/2026	ACCIDENT INSURANCE POST TA	2,171.20	2,171.20
	Voucher:							
396511	2/6/2026	125759	AQUASANI WATER	HHH020008310	1/27/2026	WATER SERVICE - CMSC	49.95	
	Voucher:			HHH020008301	1/27/2026	WATER SERVICE - PLANNING	69.93	
				HHH020008302	1/27/2026	WATER SERVICE - FINANCE	49.95	169.83
396512	2/6/2026	133964	ARAMSCO, INC.	S7484759.001	1/8/2026	SUPPLIES	1,379.96	
	Voucher:			S7484739.001	1/8/2026	SUPPLIES	576.98	
				S7499239.001	1/16/2026	SUPPLIES	930.27	2,887.21
396513	2/6/2026	116998	ARROYO BACKGROUND, INVEST	3857	1/27/2026	BACKGROUND INVESTIGATION /	5,580.00	5,580.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396514	2/6/2026	112229	ASCAP	100006747746	12/20/2025	01/01 - 12/31/26 LICENSE FEE	1,468.00	1,468.00
	Voucher:							
396515	2/6/2026	114463	AT&T	339 343-8465/JAN	1/7/2026	339 343-8465 635 2 - 01/07 - 02/0E	58.40	
	Voucher:			339 341-4477/JAN	1/7/2026	339 341-4477 066 7 - 01/07 - 02/0E	172.06	
				331 254-6135/JAN	1/7/2026	331 254-6135 909 9 - 01/07 - 02/0E	122.85	
				331 254-6138/JAN	1/7/2026	331 254-6138 388 3 - 01/07 - 02/0E	61.43	
				339 342-4920/JAN	1/7/2026	339 342-4920 729 2 - 01/07 - 02/0E	52.74	467.48
396516	2/6/2026	116999	ATKINSON, ANDELSON, LOYA, RU	775285	12/31/2025	CLIENT 005869 GENERAL LABOF	612.50	612.50
	Voucher:							
396517	2/6/2026	139821	AUTO ACCESSORIES, EMERGEN	26020	1/27/2026	PARTS	3,662.77	
	Voucher:			26018	1/23/2026	PARTS	2,510.62	
				26010	1/14/2026	PARTS	3,533.56	9,706.95
396518	2/6/2026	139083	BAUER ENTERTAINMENT MARKE	24-1070B-USA-26	1/31/2026	MARKETING SERVICES	995.00	995.00
	Voucher:							
396519	2/6/2026	129822	BEALS-RADAC, SHANNON	02/01/26	1/27/2026	CONTRACTED VET DUTIES	1,000.00	
	Voucher:			1/26/26	1/27/2026	CONTRACTED VET DUTIES	1,000.00	2,000.00
396520	2/6/2026	110102	BEE EMERGENCY RESPONSE TE	32879	1/22/2026	BEEHIVE REMOVAL - 69507 LA R	105.00	105.00
	Voucher:							
396521	2/6/2026	136683	BRADLEY, ROGER	2/11 - 2/13/26	1/28/2026	PER DIEM - LEAGUE OF CA CITIE	258.00	258.00
	Voucher:							
396522	2/6/2026	128576	BSN SPORTS, LLC	932944490	2/4/2026	POLO, JOGGER	552.79	552.79
	Voucher:							
396523	2/6/2026	109012	CALIFORNIA FRAME & AXLE	83996	1/16/2026	REAR AXLE SERVICE - 2016 PIEF	2,569.83	
	Voucher:			83923	1/5/2026	ENGINE #621 EMERGENCY REP/	5,943.66	8,513.49
396524	2/6/2026	100701	CALMAT/INDUSTRIAL ASPHALT	5462079	1/16/2026	PG64-10	520.22	520.22
	Voucher:							
396525	2/6/2026	136860	CARRILLO, MARIO	DECEMBER/23RF	1/21/2026	REPLACEMENT CHK - JULY-SEP'	180.00	
	Voucher:			FEBRUARY/24RP	1/21/2026	REPLACEMENT CHK - 10/1 - 12/3	100.00	280.00
396526	2/6/2026	131462	CEBALLOS, DVM, ROBIN	01/31/26	2/3/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
396527	2/6/2026	107282	CERRITOS COLLEGE	653	1/20/2026	LIVESCAN BILLING	25.00	25.00
	Voucher:							
396528	2/6/2026	128230	CHARGEPOINT, INC.	IN376577	11/5/2025	ANNUAL EV STATIONS CLOUD-B	12,580.00	12,580.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396529	2/6/2026	139087	CHARTER COMMUNICATIONS, O	CHTR73671	12/5/2025	REMOVAL OF OVERHEAD OBST/	13,453.78	13,453.78
	Voucher:							
396531	2/6/2026	126128	CINTAS CORPORATION NO.3	4252298205	12/8/2025	SCRAPER,TOWELS,MAT, UNIFOF	55.97	
	Voucher:			4255915307	1/9/2026	TOWELS	35.00	
				4256054631	1/12/2026	TOWELS	35.00	
				4256035610	1/12/2026	SCRAPER,TOWELS,MAT, UNIFOF	55.97	
				4256646605	1/16/2026	TOWELS	35.00	
				4256811795	1/19/2026	SCRAPER,TOWELS,MAT, UNIFOF	55.97	
				4257412414	1/23/2026	TOWELS	35.00	
				4257541426	1/26/2026	TOWELS	35.00	
				4257525564	1/26/2026	SCRAPER,TOWELS,MAT, UNIFOF	55.97	
				4256035452	1/12/2026	SCRAPER,TOWELS,MAT, UNIFOF	270.28	
				4256035977	1/12/2026	SCRAPER,TOWELS,MAT, UNIFOF	256.78	
				4256379981	1/14/2026	SCRAPER,TOWELS,AIR SVC	63.83	
				4256811739	1/19/2026	SCRAPER,TOWELS,MAT, UNIFOF	818.79	
				4256811814	1/19/2026	TOWELS,FENDER COVER, UNIF(	552.99	
				4257108746	1/21/2026	SCRAPER, MAT, AIR SVC	63.83	
				4257525405	1/26/2026	SCRAPER, MAT, UNIFORM	216.57	
				4257525884	1/26/2026	TOWEL,FENDER COVER, UNIFO	405.05	3,047.00
396532	2/6/2026	128276	CINTAS FIRST AID & SAFETY	4255915402	1/9/2026	TOWELS	95.13	
	Voucher:			4255915546	1/9/2026	TOWELS	35.00	
				4256647313	1/16/2026	TOWELS	35.00	
				4256646792	1/16/2026	TOWELS	95.13	
				4257412307	1/23/2026	TOWELS	95.13	
				4257412467	1/23/2026	TOWELS	35.00	390.39
396533	2/6/2026	100916	CITY OF NORWALK	FY25/26	1/21/2026	FY 2025-2026 SEWC MEMBERSH	5,500.00	5,500.00
	Voucher:							
396534	2/6/2026	116797	CLIMATEC, LLC	955021605	1/20/2026	CITY HALL, LIBRARY - VAV #3-08	2,224.00	2,224.00
	Voucher:							
396535	2/6/2026	122692	CLUB PROPHET SYSTEMS	INV3841369	2/1/2026	FEBRUARY 2026 POS SUBSCRIF	393.00	393.00
	Voucher:							
396536	2/6/2026	136840	CONTINUUM GAMES INC	94953	1/19/2026	GIFT STORE ITEMS	210.99	210.99
	Voucher:							
396537	2/6/2026	111312	CRAFCO INC	9403640989	1/21/2026	COLD PATCH BAG	1,790.10	1,790.10
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396538	2/6/2026	131494	DANIELS TIRE SERVICE, INC.	200560271	1/26/2026	GOODYEAR TIRES - STOCK	1,988.88	1,988.88
	Voucher:							
396539	2/6/2026	132462	DE ROJAS, VANIAH	2/11 - 2/13/26	1/28/2026	PER DIEM - LEAGUE OF CA CITIE	258.00	258.00
	Voucher:							
396540	2/6/2026	101235	DELTA ELEVATOR CO., INC	1225-2487	12/31/2025	DECEMBER 2025 SERVICE	345.98	345.98
	Voucher:							
396541	2/6/2026	101256	DEPARTMENT OF GENERAL SER	01/30/26	1/30/2026	RIGHT OF ENTRY LICENSE CALI	400.00	400.00
	Voucher:							
396542	2/6/2026	101259	DEPARTMENT OF TRANSPORTAT	SL260488	1/20/2026	OCTOBER 25 - DECEMBER 25 - S	8,304.74	8,304.74
	Voucher:							
396543	2/6/2026	136434	DIGITAL PHOTO GRAPHICS	2935	1/5/2026	CHANGE ORDER #3, 6/10/25~	1,328.00	
	Voucher:			2980	2/2/2026	CHANGE ORDER #3, 6/10/25~	1,328.00	2,656.00
396544	2/6/2026	109820	DOWNEY PATRIOT, THE	111448	12/25/2025	12/25/25 - COMMUNITY DEV, NO	416.00	
	Voucher:			111462	1/1/2026	3 X 10 DISPLAY AD - THEATRE	660.00	
				111536	1/15/2026	3 X 10 DISPLAY AD - THEATRE	660.00	1,736.00
396545	2/6/2026	131594	DOWNEY REFRIGERATION CO,	16293	1/27/2026	REFRIGERANT - RHGC	1,036.50	1,036.50
	Voucher:							
396546	2/6/2026	101383	DOWNEY UNIFIED SCHOOL DIST	39224	1/6/2026	DOWNEY SWIM FACILITY - OPEF	39,706.50	39,706.50
	Voucher:							
396547	2/6/2026	129172	ECHO TOYS, LLC	102260	1/18/2026	GIFT STORE ITEMS	300.00	300.00
	Voucher:							
396548	2/6/2026	113766	EMERGENCY VEHICLE GROUP IN	46097	1/30/2026	MOTOROLA CHARGER KIT	575.69	
	Voucher:			46091	1/29/2026	PARTS, COMPOSITE BALL	1,507.79	2,083.48
396549	2/6/2026	140633	ESTRADA, AGUSTIN	2/10 - 2/13/26	1/29/2026	PER DIEM, MILEAGE - MUNICIPA	383.88	383.88
	Voucher:							
396550	2/6/2026	101588	EWING IRRIGATION PRODUCTS I	22327648	11/24/2025	SUPPLIES	619.70	
	Voucher:			28909583	1/21/2026	SUPPLIES	1,424.91	
				28773436	1/5/2026	SUPPLIES	600.19	
				28897595	1/20/2026	SUPPLIES	839.48	3,484.28
396551	2/6/2026	101588	EWING IRRIGATION PRODUCTS I	22467271	1/16/2026	SUPPLIES	1,292.83	1,292.83
	Voucher:							
396552	2/6/2026	140321	FBI-LEEDA INC.	200142416	2/3/2026	TUITION - M. HERNANDEZ - LEAI	795.00	795.00
	Voucher:							
396553	2/6/2026	121673	FERGUSON WATERWORKS NO.	169336	1/29/2026	1QT MOTOMIX GAS & OIL, GAS S	3,385.16	3,385.16
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396554	2/6/2026	124664	FM THOMAS AIR CONDITIONING	48944	12/19/2025	REPAIR FLUE PIPE - RHGC	600.75	
	Voucher:			48946	12/19/2025	CHECK BOILERS - THEATRE	390.00	990.75
396555	2/6/2026	101693	FRANCHISE TAX BOARD	Ben1766437	2/6/2026	FRANCHISE TAX BOARD: PAYME	975.16	975.16
	Voucher:							
396556	2/6/2026	128119	FRONTIER COMMUNICATIONS	CAFLW65221125	11/9/2025	REMOVAL OF OVERHEAD OBST/	20,189.00	20,189.00
	Voucher:							
396557	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-904-7265/JAN	1/13/2026	562-904-7265-121391-5 - 01/13 - C	1,321.59	1,321.59
	Voucher:							
396558	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-904-7274/JAN	1/10/2026	562-904-7274-121391-5 - 01/10 - C	465.55	465.55
	Voucher:							
396559	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-862-8493/JAN	1/22/2026	562-862-8493-061307-5 - 01/22 - C	156.40	156.40
	Voucher:							
396560	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-869-7772/JAN	1/1/2026	562-869-7772-100517-5 - 01/01 - C	125.12	125.12
	Voucher:							
396561	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-197-0775/JAN	1/13/2026	562-197-0775-021219-5 - 01/13 - C	114.51	114.51
	Voucher:							
396562	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-197-0773/JAN	1/13/2026	562-197-0773-020819-5 - 01/13 - C	111.36	111.36
	Voucher:							
396563	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-197-0774/JAN	1/13/2026	562-197-0774-021219-5 - 01/13 - C	111.36	111.36
	Voucher:							
396564	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-197-0776/JAN	1/13/2026	562-197-0776-020819-5 - 01/13 - C	105.04	105.04
	Voucher:							
396565	2/6/2026	128119	FRONTIER COMMUNICATIONS	209-151-3859/JAN	1/10/2026	209-151-3859-122178-5 - 01/10 - C	103.25	103.25
	Voucher:							
396566	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-862-2471/JAN	1/4/2026	562-862-2471-111390-5 - 01/04 - 0	91.43	91.43
	Voucher:							
396567	2/6/2026	128119	FRONTIER COMMUNICATIONS	209-150-2683/JAN	1/13/2026	209-150-2683-050175-5 - 01/13 - C	86.98	86.98
	Voucher:							
396568	2/6/2026	128119	FRONTIER COMMUNICATIONS	209-151-3860/JAN	1/19/2026	209-151-3860-122278-5 - 01/19 - C	83.29	83.29
	Voucher:							
396569	2/6/2026	128119	FRONTIER COMMUNICATIONS	209-043-2936/JAN	1/19/2026	209-043-2936-041813-5 - 01/19 - C	81.72	81.72
	Voucher:							
396570	2/6/2026	128119	FRONTIER COMMUNICATIONS	562-806-0815/JAN	1/13/2026	562-806-0815-092910-5 - 01/13 - C	64.06	64.06
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396571	2/6/2026	128119	FRONTIER COMMUNICATIONS	209-151-6041/JAN	1/16/2026	209-151-6041-061796-5 - 01/16 - (	60.31	60.31
	Voucher:							
396572	2/6/2026	128119	FRONTIER COMMUNICATIONS	209-151-3861/JAN	2/2/2026	209-151-3861-092084-5 - 01/13 - 0	57.74	57.74
	Voucher:							
396573	2/6/2026	130524	GAZDIK, ANDREW	04/14 - 04/15/26	2/3/2026	MEALS, TRAVEL - MOBILE FIELD	76.16	76.16
	Voucher:							
396574	2/6/2026	136577	GOLDEN METERS SERVICE INC.	2238	1/8/2026	08/29/2025-11/28/2025 TEST BEN	2,485.00	2,485.00
	Voucher:							
396575	2/6/2026	101863	GOLDEN WEST PIPE & SUPPLY	628930	1/14/2026	SUPPLIES	397.16	397.16
	Voucher:							
396576	2/6/2026	101882	GRAINGERS	9771472843	1/14/2026	SUPPLIES	76.07	
	Voucher:			9771351799	1/14/2026	SUPPLIES	267.86	343.93
396577	2/6/2026	101958	HDL COREN & CONE	SIN058806	1/27/2026	CONTACT SERVICES PROPERTY	6,022.01	6,022.01
	Voucher:							
396578	2/6/2026	128086	HHS CONSTRUCTION INC	2-00771481	1/28/2026	INSPECTION & MATERIALS TEST	1,832.76	1,832.76
	Voucher:							
396579	2/6/2026	129816	HONRATH, AUSTIN	04/15 - 4/16/26	2/2/2026	MEALS,TRAVEL - LE PERFORMA	153.01	153.01
	Voucher:							
396580	2/6/2026	126110	HUNTINGTON BEACH FORD	5084730	1/13/2026	PANEL ASSEMBLY	138.78	
	Voucher:			5084947	1/22/2026	BRACKET	485.95	624.73
396581	2/6/2026	125733	IMPERIAL PROFESSIONAL SERVI	344	11/21/2025	LIVE SCAN FINGERPRINTING	252.00	
	Voucher:			348	1/19/2026	LIVE SCAN FINGERPRINTING	180.00	
				347	1/5/2026	LIVE SCAN FINGERPRINTING	234.00	666.00
396582	2/6/2026	128896	JJ'S AUTO SERVICE, INC.	71741	1/20/2026	MOUNT AND BALANCE	185.00	
	Voucher:			70856	11/24/2025	OIL,FILTER CHANGE, MOUNT AN	1,041.02	
				71647	1/15/2026	MOUNT AND BALANCE - 22 FORI	1,375.60	
				71648	1/15/2026	NEW TIRES, MOUNT AND BALAN	935.60	
				71645	1/15/2026	OIL CHANGE,FILTER,CABIN FILTI	299.77	
				71616	1/13/2026	MOUNT AND BALANCE - 21 FORI	127.00	3,963.99
396583	2/6/2026	136237	KHUZAIE, CHRISTIAN	MAY/23RPLCK	1/21/2026	JAN-MAR 2023 - AUXILIARY MEA	120.00	120.00
	Voucher:							
396584	2/6/2026	135532	KIDSGUIDE INC.	SS-26-020	1/27/2026	SPRING/SUMMER - APRIL THRU	1,320.00	1,320.00
	Voucher:							
396585	2/6/2026	132028	KILTER LA	83061-X	1/26/2026	DISCOVER DOWNEY BRAND DE	9,800.00	9,800.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396586	2/6/2026	102478	KIMBALL MIDWEST	104096946	1/12/2026	CALTRAC	94.22	94.22
	Voucher:							
396587	2/6/2026	138421	KINGDOM CAUSES, INC, DBA CIT	25-0900141	1/23/2026	NOVEMBER 2025 HOMELESS OU	83,838.31	83,838.31
	Voucher:							
396588	2/6/2026	109562	KLEVOS, JASON	02/19/26	1/29/2026	MEALS,TRAVEL - K9 LIABILITY &	53.74	53.74
	Voucher:							
396589	2/6/2026	113760	KONE INC	871899277	1/1/2026	MAINTENANCE - 01/1 - 03/31/26	930.09	930.09
	Voucher:							
396590	2/6/2026	132648	KREUZER CONSULTING GROUP	25-148	11/10/2025	CIP NO.25-04 IMPERIAL HWY AT	10,506.00	10,506.00
	Voucher:							
396591	2/6/2026	125144	LARINI, MARK	04/14 - 04/15/26	2/3/2026	MEALS, TRAVEL - MOBILE FIELD	76.16	76.16
	Voucher:							
396592	2/6/2026	112504	LEAGUE OF CALIFORNIA CITIES	INV-45273-V3Y9D	1/20/2026	2026 MEMBERSHIP DUES	32,844.00	32,844.00
	Voucher:							
396593	2/6/2026	135073	LEE, LINDA	33814	1/30/2026	INSTRUCTOR FEE - CANCELLED	156.24	
	Voucher:			33815	1/30/2026	INSTRUCTOR FEE - CANCELLED	311.36	467.60
396594	2/6/2026	102641	LIEBERT CASSIDY WHITMORE	314040	12/31/2025	LEGAL SERVICES - MATTER DOC	3,774.00	
	Voucher:			314039	12/31/2025	LEGAL SERVICES - MATTER DOC	3,080.00	
				314038	12/31/2025	LEGAL SERVICES - MATTER DOC	7,581.00	
				314041	12/31/2025	LEGAL SERVICES - MATTER DOC	5,447.50	19,882.50
396595	2/6/2026	137995	LM INVESTIGATIONS LLC	2025-0004	12/9/2025	RECORDS FEE, MILEAGE	2,074.43	2,074.43
	Voucher:							
396596	2/6/2026	102516	LN CURTIS & SONS	INV1029575	1/16/2026	R. MIRANDA	998.54	
	Voucher:			INV1029586	1/16/2026	L. CABRERA	729.32	
				INV1029594	1/16/2026	A. AGUIANO	635.98	
				INV1029602	1/16/2026	X. RODRIGUEZ	971.90	
				INV1027577	1/12/2026	R. LYONS	912.23	
				CM50958		CREDIT MEMO	-85.54	4,162.43
396597	2/6/2026	102516	LN CURTIS & SONS	INV1030026	1/20/2026	PARATECH RESCUE EQUIPMEN	37,355.74	37,355.74
	Voucher:							
396598	2/6/2026	102733	LOS ANGELES COUNTY	261566JL	1/15/2026	6/1 - 6/30/25 PRISONER MAINTEI	201.21	201.21
	Voucher:							
396599	2/6/2026	135341	LPA INC	ARIV1019103	1/26/2026	CIP NO.21-18 - SPACE SHUTTLE	19,476.23	19,476.23
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396600	2/6/2026	136339	MAXWELL MEDALS AWARDS	3204137-IN	1/31/2026	2.25" CUSTOM DIE CAST MEDAL	4,624.43	4,624.43
	Voucher:							
396601	2/6/2026	140632	MELENDREZ, TATIANA	02/23 - 02/27/26	1/26/2026	MEALS,TRAVEL - RECORDS CLE	310.75	310.75
	Voucher:							
396602	2/6/2026	138297	MENDOZA-RIOS, DANIEL	3/9 - 3/20/26	1/29/2026	LODGING,MEALS,TRAVEL - TRAI	4,102.60	4,102.60
	Voucher:							
396603	2/6/2026	124761	MISSION COMMUNICATIONS, LL(	2016544	12/12/2025	SERVER OVERFLOW AND ALARI	250.00	250.00
	Voucher:							
396604	2/6/2026	116215	MISSION LINEN SUPPLY	525373561	1/22/2026	LINEN MAINTENANCE	142.43	
	Voucher:			525416278	1/29/2026	LINEN MAINTENANCE	142.43	
				525365489	1/21/2026	LINEN MAINTENANCE	191.30	
				525406680	1/28/2026	LINEN MAINTENANCE	260.87	737.03
396605	2/6/2026	103221	NAPA AUTO PARTS	703226	1/20/2026	PARTS	206.72	
	Voucher:			64513	12/18/2025	PARTS	1,116.63	
				66111	1/15/2026	PARTS	340.63	
				703228	1/20/2026	PARTS	207.32	
				703215	1/20/2026	PARTS	1,226.35	
				703401	1/21/2026	PARTS	166.19	
				703600	1/22/2026	PARTS	248.61	
				702354	1/13/2026	PARTS	206.72	
				701844	1/9/2026	PARTS	239.24	3,958.41
396606	2/6/2026	106122	NATIONAL DATA & SURVEYING SI	26-020029	1/27/2026	VOLUME TUBE MACHINE COUN	470.00	470.00
	Voucher:							
396607	2/6/2026	127503	NENADAL, JAMES	2/16/26	1/29/2026	MEALS - K9 LIABILITY & PROGRA	23.00	23.00
	Voucher:							
396608	2/6/2026	140634	NEW LOS ANGELES, CHARTER S	2000624.003	2/2/2026	REFUND CANCELLED FIELD TRI	300.00	300.00
	Voucher:							
396609	2/6/2026	126120	NILSEN, ERIC	33651	2/3/2026	EFT - INSTRUCTOR FEE	473.20	473.20
	Voucher:							
396610	2/6/2026	103346	OFFICE DEPOT INC	452626455001	1/9/2026	OFFICE SUPPLIES	1,679.05	
	Voucher:			454591026001	1/29/2026	OFFICE SUPPLIES	66.95	
				454610328001	1/29/2026	OFFICE SUPPLIES	66.95	1,812.95
396611	2/6/2026	119523	PACIFIC TELEMANAGEMENT SEF	2149754	12/25/2025	JANUARY 2026 PAYPHONE SER\	303.00	303.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396612	2/6/2026	137926	PAIRSOFT	SI-018414	1/15/2026	DOCUPEAK LEGACY LICENSE	5,784.00	5,784.00
	Voucher:							
396613	2/6/2026	137111	PARKYUN, JIN	3/9 - 3/13/26RPLC	1/26/2026	MEALS & TRAVEL - DUI SEMINAF	377.45	377.45
	Voucher:							
396614	2/6/2026	133984	PARTS AUTHORITY LLC	65-436659	2/4/2026	PARTS	242.64	242.64
	Voucher:							
396615	2/6/2026	103400	PDQ RENTALS	W20626	1/15/2026	SAW CHAIN	146.37	146.37
	Voucher:							
396616	2/6/2026	137164	PNC EQUIPMENT FINANCE, LLC	2451707	1/30/2026	EZ GO GOLF CART LEASE PAYM	12,346.72	12,346.72
	Voucher:							
396617	2/6/2026	120206	PREFERRED IMPRESSIONS INC.	28073	12/31/2025	PARK SIGNS	812.18	
	Voucher:			28107	12/31/2025	REHAD EXISTING TREASURE ISI	425.43	1,237.61
396618	2/6/2026	137282	PROLEGAL	463478	1/31/2026	ROUTINE AND EFILE SELF-SERV	78.42	78.42
	Voucher:							
396619	2/6/2026	121501	PULSE TEAM WEAR	4897	12/15/2025	STAFF HATS	1,134.05	1,134.05
	Voucher:							
396620	2/6/2026	103657	PYRO-COMM SYSTEMS INC	10054201	11/30/2025	EMERGENCY/AFTER HOURS PA	1,170.00	
	Voucher:			10054659	10/24/2025	INSPECTION REPAIR, BATTERY -	1,400.59	
				57047	11/30/2025	FIRE ALARM - APOLLO PARK SEI	4,839.00	
				10053570	12/2/2025	FIRE ALARM MONITORING - DEC	210.00	
				10054013	11/30/2025	FIRE ALARM SEMI-ANNUAL TEST	200.00	7,819.59
396621	2/6/2026	139550	QUEEN JAMES ENTERTAINMENT	4	2/2/2026	GIFT STORE ITEMS	600.00	600.00
	Voucher:							
396622	2/6/2026	125779	QUIROZ ELECTRICAL SERVICES	2300	1/12/2026	STREET POLE WAP INSTALLATIC	4,800.00	4,800.00
	Voucher:							
396623	2/6/2026	117905	RCS INVESTIGATIONS & CONS LI	7263	1/15/2026	FIRE DEPT BACKGROUNDS	11,100.00	11,100.00
	Voucher:							
396624	2/6/2026	132599	RELX, INC, DBA: LEXISNEXIS	3096275539	1/31/2026	JANUARY 2026 SUBSCRIPTION S	311.00	311.00
	Voucher:							
396625	2/6/2026	136069	RIVERA, LEVINA SALOME	33798	1/30/2026	INSTRUCTOR FEE	52.50	
	Voucher:			33801	1/30/2026	INSTRUCTOR FEE	230.30	282.80
396626	2/6/2026	122187	RMI INTERNATIONAL	41906	11/30/2025	SECURITY GUARD SERVICES FC	174.57	174.57
	Voucher:							
396627	2/6/2026	135534	ROBERT'S LIQUID DISPOSAL, IN	81382	1/28/2026	RIO SAN GABRIEL PARK - SEPTI	825.00	825.00
	Voucher:							

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396628	2/6/2026	121638	ROSS, BRITTIN	1/30/26	1/30/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
396629	2/6/2026	103959	S&J SUPPLY COMPANY, INC	S100264110.001	1/21/2026	SUPPLIES	542.68	
	Voucher:			S100264483.001	1/21/2026	SUPPLIES	3,107.51	
				S100264535.001	1/26/2026	SUPPLIES	2,417.85	
				S100264892.001	1/28/2026	SUPPLIES	1,535.73	
				S100264876.001	1/28/2026	SUPPLIES	4,027.46	
				S100264900.001	1/28/2026	SUPPLIES	4,940.40	16,571.63
396630	2/6/2026	110844	SALVATION ARMY	11 - DEC 2025	1/20/2026	PLHA SUBRECIPIENT AGREEME	14,880.00	14,880.00
	Voucher:							
396631	2/6/2026	123517	SEIU 721	Ben1766447	2/6/2026	SEAACA DUES: PAYMENT	823.76	823.76
	Voucher:							
396632	2/6/2026	139433	SHAW INTEGRATED, & TURF SOL	999193728	1/13/2026	DOWNEY THEATRE - CARPET	108,129.97	108,129.97
	Voucher:							
396633	2/6/2026	107239	SHERWIN-WILLIAMS	89643175170126	1/26/2026	PAINT & SUPPLIES	26.67	
	Voucher:			89292171330126	1/13/2026	PAINT & SUPPLIES	333.65	
				88280175170126	1/13/2026	PAINT & SUPPLIES	113.57	
				92494171330126	1/27/2026	PAINT & SUPPLIES	57.28	
				89839171330126	1/15/2026	PAINT & SUPPLIES	111.83	643.00
396634	2/6/2026	140663	SOUK, LEE HYUN	33818	1/27/2026	REFUND FOR #33814	90.00	90.00
	Voucher:							

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396636	2/6/2026	104208	SOUTHERN CALIFORNIA EDISON	700241966241/JAI	1/27/2026	700241966241 - 12/23/25 - 01/22/2	629.93	
	Voucher:			700976840766/DE	1/9/2026	700976840766 - 12/05/25 - 01/06/2	178.28	
				700266575242/JAI	1/26/2026	700266575242 - 12/22/25 - 01/21/2	38.19	
				700604332171/JAI	1/27/2026	700604332171 - 12/23/25 - 01/22/2	2,507.67	
				700652301604/JAI	1/16/2026	700652301604 - 12/15/25 - 01/13/2	125.22	
				700291198488/JAI	1/16/2026	700291198488 - 12/15/25 - 01/13/2	92.36	
				700348564995/JAI	1/26/2026	700348564995 - 12/22/25 - 01/21/2	31.45	
				700839955679/JAI	1/21/2026	700839955679 - 12/05/25 - 01/06/2	230.24	
				700471140158/JAI	1/21/2026	700471140158 - 12/05/25 - 01/06/2	286.93	
				700947752890/JAI	1/22/2026	700947752890 PAST DUE	1,484.79	
				700466444045/JAI	1/28/2026	700466444045 - 12/24/25 - 01/25/2	69.62	
				700121901863/DE	1/22/2026	700121901863 - 11/21 - 12/22/25	427.05	
				700652203287/JAI	1/22/2026	700652203287 - 12/18/25 - 01/19/2	16.33	
				700157774079/JAI	1/20/2026	700157774079 - 12/16/25 - 01/14/2	2,146.39	
				700652159639/JAI	1/22/2026	700652159639 - 12/18/25 - 01/19/2	19.11	8,283.56
396637	2/6/2026	104210	SOUTHERN CALIFORNIA GAS CC	178 106 4317 5/JA	1/27/2026	178 106 4317 5 - 12/23/25 - 01/23/	103.69	
	Voucher:			144 506 6227 6/JA	1/27/2026	144 506 6227 6 - 12/23/25 - 01/23/	184.49	
				077 306 4283 7/JA	1/27/2026	077 306 4283 7 - 12/23/25 - 01/23/	262.03	
				049 830 8427 0/JA	1/23/2026	049 830 8427 0 - 12/19/25 - 01/21/	17.19	567.40
396638	2/6/2026	124337	SOUTHWEST CHLORINATION, IN	8054	1/23/2026	CHLORINATION OF DOMESTIC V	2,755.00	2,755.00
	Voucher:							
396639	2/6/2026	112322	STANDARD INS CO - UNIT 22, PO	Ben1766407	2/6/2026	LIFE INS & AD&D: PAYMENT	8,475.04	
	Voucher:			Ben1766411	2/6/2026	LTD INSURANCE CITY: PAYMENT	9,423.56	17,898.60
396640	2/6/2026	130597	STANDARD INS CO-, POLICY 643	Ben1766405	2/6/2026	STANDARD ADL LIFE INS POST T	4,501.74	4,501.74
	Voucher:							

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396641	2/6/2026	104256	STAPLES ADVANTAGE	6051218310	12/25/2025	OFFICE SUPPLIES	87.31	
	Voucher:			6051218304	12/25/2025	OFFICE SUPPLIES	83.55	
				6051218270	12/25/2025	OFFICE SUPPLIES	53.09	
				6051218264	12/25/2025	OFFICE SUPPLIES	53.57	
				6053834456	1/25/2026	OFFICE SUPPLIES	87.27	
				6053834460	1/25/2026	OFFICE SUPPLIES	22.71	
				6053834470	1/25/2026	OFFICE SUPPLIES	205.75	
				6053834471	1/25/2026	OFFICE SUPPLIES	204.45	
				6053834477	1/25/2026	OFFICE SUPPLIES	116.74	
				6051218312	12/25/2025	OFFICE SUPPLIES	45.33	
				6053834466	1/25/2026	OFFICE SUPPLIES	138.62	1,098.39
396642	2/6/2026	140637	STEVENSON, JOHN	26-02541	1/9/2026	REFUND DEPOSIT - K9 SPAY	50.00	50.00
	Voucher:							
396643	2/6/2026	119522	SUBURBAN PROPANE - 1654	1654-713520	1/16/2026	PROPANE	302.39	302.39
	Voucher:							
396644	2/6/2026	130186	SUPPLY SOLUTIONS	158295	1/16/2026	SUPPLIES	779.05	779.05
	Voucher:							
396645	2/6/2026	125150	SY, ROGER	3/3/26	2/2/2026	I.A. INVESTIGATIONS - LODGING	707.74	707.74
	Voucher:							
396646	2/6/2026	137334	TEXTRON E-Z-GO LLC	94551019	1/27/2026	PARTS & LABOR	360.00	360.00
	Voucher:							
396647	2/6/2026	130483	THE ADVANTAGE GROUP	Ben1766401	2/6/2026	TAG FLEX125 MEDICAL PRE TAX	19,897.89	19,897.89
	Voucher:							
396648	2/6/2026	134950	THE LLOYD PEST CONTROL, INC	9131489	1/23/2026	MOSQUITO SERVICE PROGRAM	190.00	
	Voucher:			8987388	9/16/2025	MAINTAIN GLUE BOARD	35.00	
				9106245	1/1/2026	MONTHLY PEST CONTROL SERV	1,868.00	2,093.00
396649	2/6/2026	116871	THE REGENTS OF THE UNIVERS	3013-1481	2/2/2026	SERVICE AGREEMENT FOR CON	6,809.59	6,809.59
	Voucher:							
396650	2/6/2026	122002	THE WHOLE CHILD	23	1/22/2026	DEC 2025 - PLHA SUPPORTIVE/C	25,359.85	25,359.85
	Voucher:							
396651	2/6/2026	103017	TIME WARNER CABLE	188353901012126	1/21/2026	188353901 - 01/22 - 02/21/26	116.93	116.93
	Voucher:							
396652	2/6/2026	126553	TRUCKVAULT INC.	297894	1/26/2026	CRV STD 1 DWR	2,586.94	2,586.94
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396653	2/6/2026	140650	TUNG, JOHN	26-04170	1/14/2026	REFUND DEPOSIT - K9 NEUTER	50.00	50.00
	Voucher:							
396654	2/6/2026	108324	U.S. ARMOR CORPORATION	51546	1/13/2026	RESTOCKING FEE FOR SOGC F(	139.30	139.30
	Voucher:							
396655	2/6/2026	104574	UNDERGROUND SERVICE ALER	1120260251	1/1/2026	DWN01 NEW TICKET CHARGES	366.90	366.90
	Voucher:							
396656	2/6/2026	126723	UNITED PACIFIC SERVICES, INC.	26-0124-2	1/24/2026	TREE TRIMMING SERVICES 7/1/2	14,367.00	
	Voucher:			25-1213-2	12/13/2025	TREE TRIMMING SERVICES 7/1/2	12,620.00	
				26-0117-2	1/10/2026	TREE TRIMMING SERVICES - 1/1	12,715.00	39,702.00
396657	2/6/2026	104595	UNITED PARCEL SERVICE	0000501YY1056	1/31/2026	DELIVERY SERVICE	97.87	97.87
	Voucher:							
396658	2/6/2026	104603	UNITED WAY OF GREATER L A	Ben1766433	2/6/2026	UNITED WAY: PAYMENT	2.50	2.50
	Voucher:							
396659	2/6/2026	139059	VALINO, CRYSTAL	02/01/26	1/28/2026	CONTRACTED VET DUTIES	1,000.00	1,000.00
	Voucher:							
396660	2/6/2026	119815	VAN, DAVID	5/18 - 5/20/26	1/29/2026	SLI (3) - PARKING, LODGING, ME	637.81	637.81
	Voucher:							
396661	2/6/2026	119815	VAN, DAVID	4/20 - 4/22/26	1/29/2026	SLI (4) - PARKING, LODGING, ME	637.81	637.81
	Voucher:							
396662	2/6/2026	119815	VAN, DAVID	3/23 - 3/25/26	1/29/2026	SLI (2) - PARKING, LODGING, ME	637.81	637.81
	Voucher:							
396663	2/6/2026	119815	VAN, DAVID	2/23 - 2/25/26	1/29/2026	SLI (1) - PARKING, LODGING, ME	637.81	637.81
	Voucher:							
396664	2/6/2026	139239	VELASQUEZ, KATIE	FEBRUARY/26	2/3/2026	PETTY CASH	398.85	398.85
	Voucher:							
396665	2/6/2026	132112	VERIZON CONNECT NWF, INC.	615000081749	2/2/2026	100000188676 - 01/01 - 01/31/26	223.30	223.30
	Voucher:							
396666	2/6/2026	112607	VERIZON WIRELESS	6133141876	1/10/2026	242074529-00001 - 12/11/25 - 01/1	120.12	
	Voucher:			6133225148	1/10/2026	742033810-00001 - 121/11/25 - 01/	747.17	867.29
396667	2/6/2026	130484	VISION SERVICE PLAN	Ben1766403	2/6/2026	VSP VISION PRE TAX: PAYMENT	5,750.99	5,750.99
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396668	2/6/2026	119054	WARINO, JIM	34625	1/30/2026	INSTRUCTOR FEE	79.80	
	Voucher:			34591	1/30/2026	INSTRUCTOR FEE	77.00	
				34593	1/30/2026	INSTRUCTOR FEE	77.00	
				34594	1/30/2026	INSTRUCTOR FEE	77.00	
				34637	1/30/2026	INSTRUCTOR FEE	79.80	
				34638	1/30/2026	INSTRUCTOR FEE	79.80	470.40
396669	2/6/2026	130444	WEBCO LB LLC	LB8952	1/26/2026	PRESSURE WASH - LIBRARY 1/2	1,200.00	1,200.00
	Voucher:							
396670	2/6/2026	110462	WECK LABORATORIES INC	71732	1/29/2026	ANALYTICAL LABORATORY TEST	1,945.00	
	Voucher:			71733	1/29/2026	ANALYTICAL LABORATORY TEST	2,325.00	4,270.00
396671	2/6/2026	140630	WEST COAST CONSTRUCTION	Ref001766062	2/2/2026	UB Refund Cst #156669	873.35	873.35
	Voucher:							
396672	2/6/2026	128600	WHITE CAP, LP	50035114945	1/22/2026	SUPPLIES	888.33	888.33
	Voucher:							
396673	2/6/2026	104808	WILLDAN ASSOCIATES	422769	10/13/2025	CIP NO.14-09 FIRESTONE BLVD /	36,559.50	36,559.50
	Voucher:							
396674	2/6/2026	104808	WILLDAN ASSOCIATES	423250	1/13/2026	CIP NO.14-09 FIRESTONE BLVD /	2,287.00	2,287.00
	Voucher:							
396675	2/6/2026	139395	WILLIAMS SCOTSMAN, INC, DBA	9025368332	1/9/2026	CIP NO.21-31 - TEMPORARY STF	15,466.98	15,466.98
	Voucher:							
396676	2/6/2026	124678	YOUNGBLOOD & ASSOCIATES	2735A	1/28/2026	POLYGRAPH EXAMINATION SER	350.00	350.00
	Voucher:							
396677	2/6/2026	140664	ZARAGOZA CONSTRUCTION	01	1/26/2026	PHLOX/RIVES - FIX GAS TRAP * (	1,500.00	
	Voucher:			02	1/26/2026	WOODRUFF/S&G - CONCRETE S	1,500.00	3,000.00
396678	2/6/2026	140662	ZENTENO, BRANDON	26-03439	1/9/2026	REFUND DEPOSIT - K9 SPAY	50.00	50.00
	Voucher:							
396679	2/6/2026	128118	ZUMAR INDUSTRIES INC.	11460	1/23/2026	SIGNS	1,063.86	
	Voucher:			11469	1/29/2026	SIGNS	485.63	
				11471	1/29/2026	SIGNS	898.38	
				11472	1/29/2026	SIGNS	1,307.26	3,755.13
396680	2/6/2026	132108	ZUNIGA, ALEJANDRO	2/19/26	1/29/2026	K9 LIABILITY & PROGRAM MNGT	23.00	23.00
	Voucher:							
30004675	2/6/2026	102097	INTERNAL REVENUE SERVICE	Ben1766457	2/6/2026	FEDERAL TAX: PAYMENT	629,499.69	629,499.69
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
30004676	2/6/2026	101533	EMPLOYMENT DEVELOPMENT D	Ben1766459	2/6/2026	STATE TX: PAYMENT	203,486.16	203,486.16
	Voucher:							
30004678	2/6/2026	133773	SLS EXPERTPAY	Ben1766463	2/6/2026	CHILD SUPPORT: PAYMENT	2,236.13	2,236.13
	Voucher:							
						Sub total for BANK OF THE WEST:		1,732,701.91

218 checks in this report.

Grand Total All Checks: 2,262,824.72

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2799	2/13/2026	123636 COMMUNITY FIRST NATIONAI	81532/FEBRUAI	2/13/2026	WIRE TRANSFER - SEVEN EL	187,684.31	187,684.31
	Voucher:						
					Sub total for BANK OF THE WEST:		187,684.31

Bank : ebow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15592	2/13/2026	135358	ARTNET-IT CORP.	26-1-2-DS2	1/31/2026	EFT - SPECIALIZED INFORMA	3,683.15	
	Voucher:			26-1-2-DS3	1/31/2026	EFT - SPECIALIZED INFORMA	3,871.25	
				26-1-2-DS5	1/31/2026	EFT - SPECIALIZED INFORMA	3,230.00	
				26-1-2-SSA	1/31/2026	EFT - SPECIALIZED INFORMA	4,963.75	
				26-1-2	1/31/2026	EFT - SPECIALIZED INFORMA	6,870.00	22,618.15
15593	2/13/2026	110278	BARDEN-PARSLEY, TIFFANY	33686	2/5/2026	EFT - INSTRUCTOR FEE	122.50	
	Voucher:			34758 - 1 OF 4	2/9/2026	EFT - INSTRUCTOR FEE	1,102.85	
				34759 - 1 OF 4	2/9/2026	EFT - INSTRUCTOR FEE	1,153.42	
				34760 - 1 OF 4	2/9/2026	EFT - INSTRUCTOR FEE	601.30	2,980.07
15594	2/13/2026	135511	BARTON INTEGRATION LLC	14931	2/1/2026	EFT - ACCESS CONTROL RM	140.00	140.00
	Voucher:							
15595	2/13/2026	111817	CAUSLY, CARL	35146	2/5/2026	EFT - INSTRUCTOR FEE	75.60	75.60
	Voucher:							
15596	2/13/2026	114442	COBAN TECHNOLOGIES, INC.	90866	11/14/2025	EFT - FOCUS BODY CAMERA	65.00	
	Voucher:			60866	11/14/2025	EFT - BODY WORN CAMERA	7,937.38	8,002.38
15597	2/13/2026	126628	DESIREY'S BUSINESS MANAC	178	12/18/2025	EFT - WATER STATISTICS PR	1,050.00	1,050.00
	Voucher:							
15598	2/13/2026	132476	ENTERPRISE FM TRUST	484884-020426	2/4/2026	EFT - VEHICLE REPLACEMEN	68,798.05	68,798.05
	Voucher:							
15599	2/13/2026	136126	EVOLUTION ATHLETICS ACAI	33913 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	332.85	
	Voucher:			33916	2/10/2026	EFT - INSTRUCTOR FEE	252.00	
				33917	2/10/2026	EFT - INSTRUCTOR FEE	28.00	612.85
15600	2/13/2026	120626	GK & ASSOCIATES	26-003	1/31/2026	EFT - CIP NO.22-23 RESIDEN	17,767.00	
	Voucher:			26-003MT	1/31/2026	EFT - CIP NO.22-23 RESIDEN	8,047.52	25,814.52

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15604	2/13/2026	102078	INGRAM LIBRARY SERVICES	94017767	1/27/2026	EFT - SUPPLIES	1.22	
	Voucher:			94080864	1/29/2026	EFT - SUPPLIES	90.50	
				94087274	1/29/2026	EFT - SUPPLIES	4.31	
				94112785	1/30/2026	EFT - SUPPLIES	38.79	
				94177953	2/2/2026	EFT - SUPPLIES	43.10	
				94177944	2/2/2026	EFT - SUPPLIES	4.31	
				94177942	2/2/2026	EFT - SUPPLIES	8.62	
				94177939	2/2/2026	EFT - SUPPLIES	318.90	
				94177929	2/2/2026	EFT - SUPPLIES	8.62	
				94177926	2/2/2026	EFT - SUPPLIES	12.93	
				94017766	1/27/2026	EFT- BOOKS	21.19	
				94080854	1/29/2026	EFT- BOOKS	9.38	
				94080855	1/29/2026	EFT- BOOKS	18.81	
				94080856	1/29/2026	EFT- BOOKS	59.21	
				94080857	1/29/2026	EFT- BOOKS	16.04	
				94080858	1/29/2026	EFT- BOOKS	20.03	
				94080859	1/29/2026	EFT- BOOKS	117.28	
				94080860	1/29/2026	EFT- BOOKS	28.24	
				94080861	1/29/2026	EFT- BOOKS	10.50	
				94080862	1/29/2026	EFT- BOOKS	31.11	
				94080863	1/29/2026	EFT- BOOKS	23.03	
				94087273	1/29/2026	EFT- BOOKS	19.74	
				94112782	1/30/2026	EFT- BOOKS	26.69	
				94112783	1/30/2026	EFT- BOOKS	39.89	
				94112784	1/30/2026	EFT- BOOKS	77.31	
				94177924	2/2/2026	EFT- BOOKS	12.14	
				94177925	2/2/2026	EFT- BOOKS	36.21	
				94177927	2/2/2026	EFT- BOOKS	17.44	
				94177928	2/2/2026	EFT- BOOKS	19.18	
				94177930	2/2/2026	EFT- BOOKS	12.31	
				94177931	2/2/2026	EFT- BOOKS	9.35	
				94177932	2/2/2026	EFT- BOOKS	89.45	
				94177933	2/2/2026	EFT- BOOKS	174.69	
				94177934	2/2/2026	EFT- BOOKS	75.01	
				94177935	2/2/2026	EFT- BOOKS	493.56	

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				94177936	2/2/2026	EFT- BOOKS	10.78	
				94177937	2/2/2026	EFT- BOOKS	95.24	
				94177938	2/2/2026	EFT- BOOKS	376.63	
				94177940	2/2/2026	EFT- BOOKS	21.26	
				94177941	2/2/2026	EFT- BOOKS	13.36	
				94177943	2/2/2026	EFT- BOOKS	21.28	
				94177945	2/2/2026	EFT- BOOKS	35.27	
				94177946	2/2/2026	EFT- BOOKS	22.06	
				94177947	2/2/2026	EFT- BOOKS	13.21	
				94177948	2/2/2026	EFT- BOOKS	13.20	
				94177949	2/2/2026	EFT- BOOKS	9.79	
				94177950	2/2/2026	EFT- BOOKS	8.82	
				94177951	2/2/2026	EFT- BOOKS	13.45	
				94177952	2/2/2026	EFT- BOOKS	8.80	2,652.24
15605	2/13/2026	133679	KANOPY, INC.	490710-PPU	1/31/2026	EFT - VIDEO STREAMING SEI	491.00	491.00
	Voucher:							
15606	2/13/2026	120706	LANCE, SOLL & LUNGHARD, L	72436	2/4/2026	EFT-ADDITIONAL AUDIT SER'	2,000.00	2,000.00
	Voucher:							
15607	2/13/2026	121161	MIRANDA, MARIO TONY	33746 - 1 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	383.60	
	Voucher:			33748 - 1 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	456.40	
				33767 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	155.40	
				33763 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	39.90	
				33764 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	350.70	
				33765 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	270.90	
				33766 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	236.60	
				33768 - 2 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	118.30	2,011.80
15608	2/13/2026	125718	NATIONAL AUTO FLEET GROU	WF15178	1/9/2026	EFT - FORD F350 - 1FD8W3EI	61,656.15	61,656.15
	Voucher:							
15609	2/13/2026	137050	OBSIDIAN II WEST COAST HO	90004302	1/31/2026	EFT - JANUARY 2026	17,941.28	17,941.28
	Voucher:							
15610	2/13/2026	116350	S&S LABARGE GOLF INC	33910	2/5/2026	EFT - INSTRUCTOR FEE	851.20	
	Voucher:			33901	2/5/2026	EFT - INSTRUCTOR FEE	1,405.60	
				33902	2/5/2026	EFT - INSTRUCTOR FEE	962.50	
				33903	2/5/2026	EFT - INSTRUCTOR FEE	965.30	4,184.60

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
15611	2/13/2026	123451	SOUTHERN COUNTIES FUELS	IN-0000285413	1/27/2026	EFT - FUEL	4,735.29	
	Voucher:			IN-0000835209	1/27/2026	EFT - FUEL	23,881.54	
				IN-0000258182	12/10/2025	EFT - FUEL	6,501.53	
				IN-0000290256	2/3/2026	EFT - FUEL	1,732.23	36,850.59
15612	2/13/2026	137532	STAR-DUST TOURS INC., DBA	10-2-25-AB	10/6/2025	EFT - CHARTER BUS SERVIC	2,300.00	2,300.00
	Voucher:							
15613	2/13/2026	133029	VARSITY VOCALS	1/31/26	2/5/2026	EFT - SETTLEMENT FOR PER	7,732.62	7,732.62
	Voucher:							
15614	2/13/2026	120747	VENUETECH MANAGEMENT (	20184037	2/3/2026	EFT - DOWNEY THEATRE - L/	31,729.49	
	Voucher:			20184040	2/3/2026	EFT - DOWNEY THEATRE - L/	1,442.79	
				20184031	2/3/2026	EFT - DOWNEY THEATRE - M	24,078.60	57,250.88
15615	2/13/2026	137833	VERDANT LANDSCAPING, INC	17239	1/30/2026	EFT - WEED ABATEMENT 1/2	2,048.00	2,048.00
	Voucher:							
15616	2/13/2026	104735	WATER REPLENISHMENT DIS	DEC/25	2/10/2026	EFT - MONTH ENDING DECEI	414,856.12	414,856.12
	Voucher:							

Sub total for BANK OF THE WEST: 742,066.90

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
91203	2/5/2026	132683	ZARABANDA PRODUCTION	TF 2026-015	1/27/2026	5/8 - 5/9/26 LODGING BUYOU	5,000.00	5,000.00
	Voucher:							
91204	2/5/2026	140588	ESPERANZA'S DINER, INC.	TF 2026-013	1/27/2026	1/24/26 FINAL TALENT FEE 90	14,580.68	14,580.68
	Voucher:							
91205	2/5/2026	132683	ZARABANDA PRODUCTION	TF 202-014	1/27/2026	5/8 - 5/9/26 TALENT FEE DEP(	20,000.00	20,000.00
	Voucher:							
396681	2/13/2026	116476	A & G FENCE & SUPPLY	22757	1/22/2026	ADD HANDLE TO POST DRIVI	353.60	
	Voucher:			46845	1/26/2026	REPAIR GATE OPERATOR DU	595.00	948.60
396682	2/13/2026	138933	ACADEMY WORLDWIDE, LLC	1027	2/6/2026	JAN 2026 JIU JITSU CLASSES	1,600.00	1,600.00
	Voucher:							
396683	2/13/2026	139703	AFFORDABLE GENERATOR, S	28807	2/2/2026	EMERGENCY CIRCUIT INSTA	3,242.00	
	Voucher:			28808	2/2/2026	GENERATOR RENTAL, LABOI	3,609.76	6,851.76
396684	2/13/2026	133653	AGA ENGINEERS, INC.	26005-IN	1/31/2026	CIP NO.22-10 - PEDESTRIAN	522.84	522.84
	Voucher:							
396685	2/13/2026	107157	AIR SOURCE INDUSTRIES	974426	1/31/2026	CYLINDER RENTAL	327.70	327.70
	Voucher:							
396686	2/13/2026	125214	ALAN'S LAWN & GARDEN	119093	1/20/2026	MACHINE PARTS, REPAIR AN	297.09	297.09
	Voucher:							
396687	2/13/2026	129865	ALBERTSONS / SAFEWAY	725957-012826-	1/28/2026	SUPPLIES - THEATRE THURS	64.19	
	Voucher:			666542-012826-	1/28/2026	SUPPLIES - THEATRE THURS	14.98	
				728749-020526-	2/5/2026	SUPPLIES - THEATRE THURS	27.98	107.15
396688	2/13/2026	135654	ALCARAZ, JOSE	2014394.002	2/6/2026	REFUND SECURITY DEPOSIT	55.00	55.00
	Voucher:							
396689	2/13/2026	116013	ALLSTAR FIRE EQUIPMENT, II	270088	1/30/2026	XR1 PRO STATION BOOTS	384.54	
	Voucher:			269876	1/16/2026	AIR LEAK HIGH PRESSURE F	99.14	
				270274	2/2/2026	BRUSH COAT, HELLFIRE RUE	885.22	1,368.90
396690	2/13/2026	119262	ALPHA QUALITY CONCRETE,	248	1/29/2026	ROOT DAMAGE - 11614 BELL	3,900.00	
	Voucher:			253	1/28/2026	CONCRETE CRACK & DEPRE	3,850.00	
				251	1/28/2026	REMOVE,REPLACE CONCRE	3,900.00	
				252	1/29/2026	TREE WELLS - BELLFLOWER	3,500.00	15,150.00
396691	2/13/2026	137195	ALTA LANGUAGE SERVICES II	IS828939	1/31/2026	LISTENING & SPEAKING TES	213.00	213.00
	Voucher:							
396692	2/13/2026	140636	ALVAREZ, BLANCA	26-05205	1/9/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396693	2/13/2026	124787	ALWAYS RELIABLE ROOFING	1-00251953	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,500.00	2,500.00
	Voucher:							
396694	2/13/2026	140692	ANDERSON, WALTER	1-00252683	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,000.00	2,000.00
	Voucher:							
396695	2/13/2026	111993	APPLE ONE EMPLOYMENT SE	1-7241572	2/4/2026	TEMPORARY PERSONNEL	1,557.50	
	Voucher:			1-7241571	2/4/2026	TEMPORARY PERSONNEL	1,295.68	
				1-7237439	1/28/2026	TEMPORARY PERSONNEL	266.40	
				1-7237437	1/28/2026	TEMPORARY PERSONNEL	971.76	
				1-7237438	1/28/2026	TEMPORARY PERSONNEL	1,090.25	
				1-7241573	2/4/2026	TEMPORARY PERSONNEL	266.40	5,447.99
396696	2/13/2026	125759	AQUASANI WATER	HHH020008385	2/9/2026	WATER SERVICE - FINANCE	60.94	
	Voucher:			HHH020008384	2/9/2026	WATER SERVICE - PLANNING	80.92	
				HHH020008303	1/27/2026	WATER SERVICE - FIRE DEP	49.95	191.81
396697	2/13/2026	133964	ARAMSCO, INC.	S7509651.001	1/22/2026	SUPPLIES	2,472.65	
	Voucher:			S7509641.001	1/22/2026	SUPPLIES	1,038.49	
				S7499263.001	1/16/2026	SUPPLIES	1,704.26	5,215.40
396698	2/13/2026	140668	ARCHAMBAULT INVESTIGATI	DPD001	2/4/2025	E. ROBLES POLYGRAPH EXA	275.00	275.00
	Voucher:							
396699	2/13/2026	109355	ASSOCIATED TELECOM INC	18672	10/3/2025	SUPPLIES AND MATERIALS	729.52	
	Voucher:			18671	10/3/2025	CABLE INSTALLATION	470.00	1,199.52
396700	2/13/2026	114463	AT&T	JAN/26	1/26/2026	ACCT# 287343698778 - 12/27/	1,286.30	1,286.30
	Voucher:							
396701	2/13/2026	136032	ATHENS SERVICES	21104674	2/1/2026	DW0000696 - FEBRUARY TRA	2,721.82	2,721.82
	Voucher:							
396702	2/13/2026	140712	AXIA SOLAR CORP	BLD-25-01627	1/26/2026	REFUND PERMIT BLD-25-016	325.68	325.68
	Voucher:							
396703	2/13/2026	121792	BARBARA'S ANSWERING SER	260100593101	2/1/2026	ANWERING SERVICE - SEAA	842.20	842.20
	Voucher:							
396704	2/13/2026	140627	BARCO PRODUCTS LLC	INVRCO36887	1/23/2026	PREMIUM SPEED HUMP KITS	12,538.10	12,538.10
	Voucher:							
396705	2/13/2026	140659	BARRON, PHILLIP	26-05227	1/16/2026	REFUND SPAY/NEUTER DEP	50.00	50.00
	Voucher:							
396706	2/13/2026	129822	BEALS-RADAC, SHANNON	2/3/26	2/9/2026	CONTRACTED VET SERVICE	1,000.00	
	Voucher:			2/05/26	2/9/2026	CONTRACTED VET SERVICE	1,000.00	2,000.00

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396707	2/13/2026	140688	BELVIN, JOSHUA JAMES	JJB021026	2/10/2026	LEAD OFFICIAL - YOUTH GAM	640.00	640.00
	Voucher:							
396708	2/13/2026	112520	BILL'S SOUND & SECURITY	47541	1/16/2026	FIRE ALARM TROUBLESHOO	925.00	925.00
	Voucher:							
396709	2/13/2026	100317	BLUE TRITON BRANDS, INC.	05L8710076184	1/3/2026	WATER SERVICE - PW MAINT	450.85	450.85
	Voucher:							
396710	2/13/2026	100317	BLUE TRITON BRANDS, INC.	36A4221320007	1/24/2026	WATER SERVICE - SEAACA	25.48	25.48
	Voucher:							
396711	2/13/2026	126130	BLUE VIOLET NETWORKS, LL	H79289	2/6/2026	JANUARY 26 SIP TRUNKS, DI	56.00	
	Voucher:			H78736	9/30/2025	E911 DID BVN PROJECT MNG	848.64	904.64
396712	2/13/2026	100511	BNI BUILDING NEWS	D1614	2/6/2026	2024 GREENBOOK - STANDA	95.38	95.38
	Voucher:							
396713	2/13/2026	140661	BOERRESON, HEIDI	26-05567	1/24/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396714	2/13/2026	113088	CALIFA GROUP	8586	8/11/2025	CARAHSOFT - LINKEDIN LEA	13,230.00	13,230.00
	Voucher:							
396715	2/13/2026	140656	CAMACHO, ENYCE	26-04686	1/16/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396716	2/13/2026	140629	CANNON CORPORATION	93813	11/18/2025	CIP NO.25-20 STRUCTURAL A	10,527.47	10,527.47
	Voucher:							
396717	2/13/2026	140682	CASTRO, FERNANDO	Ref001766834	2/10/2026	UB Refund Cst #154694	52.08	52.08
	Voucher:							
396718	2/13/2026	131462	CEBALLOS, DVM, ROBIN	2/7/26	2/9/2026	CONTRACTED VET SERVICE	1,000.00	1,000.00
	Voucher:							
396719	2/13/2026	140654	CEBALLOS, STEVEN	26-04440	1/16/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396720	2/13/2026	107781	CENTRAL PET	91798891	1/29/2026	PET FOOD AND SUPPLIES	632.76	632.76
	Voucher:							
396721	2/13/2026	140696	CHAN, JOHNNY	1-00246363	2/4/2026	REFUND C&D DEPOSIT BLD-2	3,315.45	3,315.45
	Voucher:							
396722	2/13/2026	126554	CINBAD INDUSTRY, INC.	10	1/11/2026	CEILING TILE/PANEL REPAIR	13,750.00	13,750.00
	Voucher:							
396723	2/13/2026	126128	CINTAS CORPORATION NO.3	4258153716	1/30/2026	TOWELS	35.00	35.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396724	2/13/2026	128276	CINTAS FIRST AID & SAFETY	4258153588	1/30/2026	TOWELS	95.13	
	Voucher:			4258153902	1/30/2026	TOWELS	35.00	130.13
396725	2/13/2026	100920	CITY OF SOUTH GATE	22112	1/1/2026	QUARTERLY MAINT. CONTRA	81.00	81.00
	Voucher:							
396726	2/13/2026	121935	COMMLINE INC.	526342-IN	2/9/2026	INSTALL BODY CAN DOCK - 2	1,020.00	1,020.00
	Voucher:							
396727	2/13/2026	139881	COMMUNITY LEGAL AID SOC/	01/26/2026	1/26/2026	4 WORKSHOPS TO EDUCATE	2,500.00	2,500.00
	Voucher:							
396728	2/13/2026	132943	CONLEY, TOM	1-00252811	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,500.00	2,500.00
	Voucher:							
396729	2/13/2026	136969	CORRAL, ANA	2/6/2026	2/6/2026	BOOT ALLOWANCE	79.13	79.13
	Voucher:							
396730	2/13/2026	140645	CORTEZ, ADRIANA	26-03571	1/22/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396731	2/13/2026	113787	COVETRUS NORTH AMERICA	ET92771	1/30/2026	MEDICAL SUPPLIES	2,600.07	
	Voucher:			EP14367	12/19/2025	MEDICAL SUPPLIES	139.67	
				ET82134	1/29/2026	MEDICAL SUPPLIES	608.56	
				ET80812	1/29/2026	MEDICAL SUPPLIES	130.17	
				ET99179	1/30/2026	MEDICAL SUPPLIES	78.54	3,557.01
396732	2/13/2026	113290	DAPEER, ROSENBLIT & LITVA	25324	12/31/2025	DECEMBER 2025 - LEGAL SE	17,601.70	
	Voucher:			25325	12/31/2025	DECEMBER SPECIALIZED LE	327.20	
				25323	12/31/2025	PROFESSIONAL SERVICES -	7,886.79	25,815.69
396733	2/13/2026	110663	DATAPROSE	DP2600285	1/31/2026	UTILITY BILLING - PRINT AND	7,454.30	7,454.30
	Voucher:							
396734	2/13/2026	140157	DAVIS, GINGER	26-06555	2/6/2026	RETURNED ADOPTION	50.00	
	Voucher:			26-06553	1/27/2026	RETURNED ADOPTION	50.00	100.00
396735	2/13/2026	111464	DBA: TPX COMMUNICATIONS	189241138-0	1/31/2026	ACCT# 13747 - 02/01 - 02/28/2	2,544.77	2,544.77
	Voucher:							
396736	2/13/2026	140690	DIAZ, JOSE	2-00772402	1/23/2026	REFUND C&D DEPOSIT BLD-2	2,500.00	2,500.00
	Voucher:							
396737	2/13/2026	118575	DIAZ, RALPH	020926	2/9/2026	MEALS - INTERNAL AFFAIRS	86.00	86.00
	Voucher:							
396738	2/13/2026	118472	DIRECTV	022266238X260	1/23/2026	22266238 - 01/22 - 02/21/26	118.22	118.22
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396739	2/13/2026	122421	DLT TRUCK & AUTO ELECTRI	14721	1/21/2026	12 V REGULATOR	452.03	452.03
	Voucher:							
396740	2/13/2026	140657	DOOLEY, MEGAN	26-04755	1/16/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396741	2/13/2026	101353	DOWNEY CHAMBER OF COM	10327	9/4/2025	10/1/25-10/1/26 ANNUAL DUE:	135.00	
	Voucher:			10707	1/29/2026	2/1/26-2/1/27 ANNUAL DUES F	246.00	
				10703	1/29/2026	PROFESSIONAL SERVICE AG	35,000.00	35,381.00
396742	2/13/2026	109820	DOWNEY PATRIOT, THE	111572	1/15/2026	CITY CLERK PROPOSED ORI	256.00	
	Voucher:			111514	1/8/2026	CITY CLERK NOTICE OF PUB	1,104.00	
				111612	1/22/2026	COMM. DEV. NOTICE OF PUE	448.00	1,808.00
396743	2/13/2026	140673	DOWNEY UNITED, FOOTBALL	34717 - 1 OF 2	2/10/2026	INSTRUCTOR FEE	3,582.60	
	Voucher:			34715 - 1 OF 2	2/10/2026	INSTRUCTOR FEE	1,260.00	
				34716 - 1 OF 2	2/10/2026	INSTRUCTOR FEE	2,688.00	7,530.60
396744	2/13/2026	140640	DUARTE, STEPHANIE	26-04265	1/21/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396745	2/13/2026	126175	EASTSIDE WINDOW CLEANIN	40701	1/21/2026	LIBRARY WINDOWS EXTERI(	720.00	720.00
	Voucher:							
396746	2/13/2026	140672	ECONOMIC ALTERNATIVES, I	INV100809	10/21/2025	LABOR AND INSTALLATION V.	4,776.95	4,776.95
	Voucher:							
396747	2/13/2026	140713	EL POLLO LOCO, NO. 5365	205828	1/29/2026	REFUND BUSINESS LICENSE	166.14	166.14
	Voucher:							
396748	2/13/2026	113766	EMERGENCY VEHICLE GROU	46105	2/2/2026	PARTS - 2023 FORD E-450	271.99	
	Voucher:			46112	2/3/2026	LH HANDLE - 2018 FORD E-4:	1,370.78	1,642.77
396749	2/13/2026	140651	ESCAREZ, RODERICK E.	26-04818	1/14/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396750	2/13/2026	140639	ESPINOZA, GUADALUPE	262-04056	1/21/2026	REFUND SPAY/NEUTER DEP(	40.00	40.00
	Voucher:							
396751	2/13/2026	140660	ESTRADA, BIBI	26-04348	1/24/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396752	2/13/2026	101588	EWING IRRIGATION PRODUC	28849534	1/14/2026	SUPPLIES	518.73	
	Voucher:			2897298	1/30/2026	SUPPLIES	735.60	1,254.33
396753	2/13/2026	140686	FARWEST CORROSION CON	Ref001766838	2/10/2026	UB Refund Cst #157286	974.19	974.19
	Voucher:							
396754	2/13/2026	132145	FCG CONSULTANTS, INC.	1141-1015	12/10/2025	ON-CALL PROJECT MANAGE	79,526.62	
	Voucher:			1141-1016	1/10/2026	ON-CALL PROJECT MANAGE	47,725.72	127,252.34

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396755	2/13/2026	101624	FEDEX	9-166-99231	2/6/2026	DELIVERY SERVICE	141.43	
	Voucher:			9-015-83223	10/3/2025	DELIVERY SERVICE	200.44	341.87
396756	2/13/2026	100342	FLEETPRIDE INC	131797533	1/26/2026	PARTS	181.20	181.20
	Voucher:							
396757	2/13/2026	124664	FM THOMAS AIR CONDITIONI	CIP 25-11 #8	1/31/2026	CIP NO.25-11 - HVAC SYSTEM	148,999.75	148,999.75
	Voucher:							
396758	2/13/2026	140641	FRANCO, ISABEL	26-00408	1/21/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396759	2/13/2026	128119	FRONTIER COMMUNICATION:	209-188-3603/JA	1/28/2026	209-188-3603-040391-5 - 01/2E	3,925.82	3,925.82
	Voucher:							
396760	2/13/2026	128119	FRONTIER COMMUNICATION:	213-011-9475/JA	1/25/2026	213-011-9475-060606-5 - 01/25	945.29	945.29
	Voucher:							
396761	2/13/2026	128119	FRONTIER COMMUNICATION:	562-904-3139/JA	1/16/2026	562-904-3139-032105-5 - 01/1E	626.22	626.22
	Voucher:							
396762	2/13/2026	128119	FRONTIER COMMUNICATION:	562-806-3857/JA	1/19/2026	562-806-3857-070804-5 - 01/19	363.85	363.85
	Voucher:							
396763	2/13/2026	128119	FRONTIER COMMUNICATION:	562-904-7225/JA	1/7/2026	562-904-7225-121391-5 - 01/07	331.91	331.91
	Voucher:							
396764	2/13/2026	128119	FRONTIER COMMUNICATION:	562-622-5424/JA	1/28/2026	562-622-5424-030719-5 - 01/2E	312.93	312.93
	Voucher:							
396765	2/13/2026	128119	FRONTIER COMMUNICATION:	562-904-7165/JA	1/13/2026	562-904-7165-102215-5 - 01/13	239.07	239.07
	Voucher:							
396766	2/13/2026	128119	FRONTIER COMMUNICATION:	562-622-3470/JA	1/28/2026	562-622-3470-102408-5 - 01/2E	146.17	146.17
	Voucher:							
396767	2/13/2026	128119	FRONTIER COMMUNICATION:	209-151-3878/FE	2/1/2026	209-151-3878-072492-5 - 02/01	145.51	145.51
	Voucher:							
396768	2/13/2026	128119	FRONTIER COMMUNICATION:	209-056-3415/JA	1/25/2026	209-056-3415-082109-5 - 01/25	143.86	143.86
	Voucher:							
396769	2/13/2026	128119	FRONTIER COMMUNICATION:	562-861-2180/JA	1/28/2026	562-861-2180-031897-5 - 01/2E	131.92	131.92
	Voucher:							
396770	2/13/2026	128119	FRONTIER COMMUNICATION:	562-869-2070/JA	1/28/2026	562-869-2070-082517-5 - 01/2E	125.12	125.12
	Voucher:							
396771	2/13/2026	128119	FRONTIER COMMUNICATION:	562-862-3851/JA	1/16/2026	562-862-3851-020498-5 - 01/1E	124.49	124.49
	Voucher:							

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396772	2/13/2026	128119	FRONTIER COMMUNICATION:	209-151-3856/JA	1/22/2026	209-151-3856-040281-5 - 01/22	108.72	108.72
	Voucher:							
396773	2/13/2026	128119	FRONTIER COMMUNICATION:	562-622-4731/JA	1/28/2026	562-622-4731-112097-5 - 01/28	99.87	99.87
	Voucher:							
396774	2/13/2026	128119	FRONTIER COMMUNICATION:	209-151-3882/JA	1/22/2026	209-151-3882-042793-5 - 01/22	79.15	79.15
	Voucher:							
396775	2/13/2026	128119	FRONTIER COMMUNICATION:	209-150-2669/JA	1/22/2026	209-150-2669-042793-5 - 01/22	60.31	60.31
	Voucher:							
396776	2/13/2026	128119	FRONTIER COMMUNICATION:	209-150-2691/JA	1/22/2026	209-150-2691-011894-5 - 01/22	60.31	60.31
	Voucher:							
396777	2/13/2026	128119	FRONTIER COMMUNICATION:	209-150-2677/JA	1/25/2026	209-150-2677-020889-5 - 01/25	30.93	30.93
	Voucher:							
396778	2/13/2026	108563	GALINDO, CINDY	295149	2/10/2026	REFUND BUSINESS LICENSE	104.94	104.94
	Voucher:							
396779	2/13/2026	132909	GALINDO, RENE	1-00252803	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,500.00	2,500.00
	Voucher:							
396780	2/13/2026	135068	GATHERINGS N' STUFF	2/02/26	2/2/2026	2/02/26 SENIOR MONDAY'S M	1,095.00	1,095.00
	Voucher:							
396781	2/13/2026	140687	GENERAL UNDERGROUND FI	Ref001766839	2/10/2026	UB Refund Cst #157344	991.11	991.11
	Voucher:							
396782	2/13/2026	140678	GENEVIEVE P EDWARDS TRU	Ref001766830	2/10/2026	UB Refund Cst #118378	67.00	67.00
	Voucher:							
396783	2/13/2026	131989	GLENN, DAVID	2/4/26	2/4/2026	REIMB. EPC HAM RADIO EXC	78.65	78.65
	Voucher:							
396784	2/13/2026	140447	GOLDEN WEST ROOFING SEI	2-00770648	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,000.00	2,000.00
	Voucher:							
396785	2/13/2026	140643	GONZALEZ, GRACIELA	26-04804	1/22/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396786	2/13/2026	140561	GPP ANALYTICS INC.	1200	1/31/2026	SEAACA PERFORMANCE EDI	20,572.50	20,572.50
	Voucher:							
396787	2/13/2026	101882	GRAINGERS	9767039929	1/12/2026	SUPPLIES	57.70	
	Voucher:			9774732342	1/12/2026	SUPPLIES	90.39	
				9784292329	1/26/2026	SUPPLIES	24.45	
				9781805529	1/22/2026	SUPPLIES	8.60	181.14

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396788	2/13/2026	101884	GRANITIZE PRODUCTS INC	32734-IN	2/5/2026	SUPPLIES	742.43	742.43
	Voucher:							
396789	2/13/2026	140693	GUERRERO ROOFING CORP.	2-00772428	2/4/2026	REFUND C&D DEPOSIT BLD-:	2,000.00	2,000.00
	Voucher:							
396790	2/13/2026	140658	HE, XUANHAO	26-04957	1/16/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396791	2/13/2026	135883	HENRY RADIO NETWORK	12329	2/1/2026	RADIO SERVICE - 50 RADIOS	700.00	700.00
	Voucher:							
396792	2/13/2026	117037	HERNANDEZ, RICHARD	2/4/26	2/4/2026	REIMB. PARAMEDIC LICENSE	250.00	250.00
	Voucher:							
396793	2/13/2026	113767	HILL'S PET NUTRITION SALES	256039292	1/22/2026	PET SUPPLIES	5,915.86	5,915.86
	Voucher:							
396794	2/13/2026	127577	HINDERLITER, DE LLAMAS & ,	SIN057491RPLC	12/8/2025	CONTRACT SERVICES TRAN	900.00	
	Voucher:			SIN057313RPLC	12/8/2025	CONTRACT SERVICES TRAN	300.00	1,200.00
396796	2/13/2026	101999	HOME DEPOT	8190683		CREDIT MEMO	-116.03	
	Voucher:			514566	12/17/2025	SUPPLIES	116.03	
				6515152	12/21/2025	SUPPLIES	76.62	
				8281012	12/29/2025	SUPPLIES	141.73	
				9851391	12/28/2025	SUPPLIES	991.60	
				7124323	12/30/2025	SUPPLIES	39.40	
				1550821	1/5/2026	SUPPLIES	16.51	
				7372208	1/9/2026	SUPPLIES	630.78	
				5211344		CREDIT MEMO	-297.24	
				1510849	11/26/2025	SUPPLIES	207.96	
				6350883	12/1/2025	SUPPLIES	50.76	
				1805256	12/6/2025	SUPPLIES	115.24	
				3549725	11/14/2025	SUPPLIES	419.77	
				385.65	12/10/2025	SUPPLIES	385.65	
				5526954	12/12/2025	SUPPLIES	499.64	
				2021596	12/15/2025	SUPPLIES	74.70	
				2514193	12/15/2025	SUPPLIES	147.84	3,500.96
396797	2/13/2026	126110	HUNTINGTON BEACH FORD	5084766	1/14/2026	PARTS	92.93	
	Voucher:			5084913	1/21/2026	PARTS	105.22	
				5085044	1/28/2026	PARTS	321.44	519.59

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396798	2/13/2026	108113	IDEAL LIGHTING SUPPLY INC	126961	1/20/2026	LED WALL PACK 120 W	346.75	346.75
	Voucher:							
396799	2/13/2026	102200	JANI-KING OF CALIFORNIA IN	LAX02260035	2/1/2026	FEBRUARY JANITORIAL SER	745.13	745.13
	Voucher:							
396800	2/13/2026	134309	JAS PACIFIC	PC7941	2/6/2026	PROFESSIONAL SERVICES A	15,862.50	15,862.50
	Voucher:							
396801	2/13/2026	125406	JHM SUPPLY	399866/1	1/13/2026	SUPPLIES	456.56	456.56
	Voucher:							
396802	2/13/2026	128896	JJ'S AUTO SERVICE, INC.	71782	1/23/2026	MOUNT AND BALANCING - 01	609.78	
	Voucher:			71847	1/28/2026	OIL, FILTER CHANGE - '12 FO	210.84	
				71848	1/28/2026	OIL, FILTER CHANGE - '16 FO	210.84	
				71672	1/16/2026	OIL, FILTER CHANGE - '12 FO	512.25	
				71767	1/22/2026	NEW TIRES, MOUNT AND BAI	1,209.50	
				71763	1/22/2026	NEW TIRES, MOUNT AND BAI	555.80	3,309.01
396803	2/13/2026	140635	JOHNSON, VIVIAN	25-11373	1/8/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396804	2/13/2026	140644	JUAREZ, ANGELINA	26-04586	1/22/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396805	2/13/2026	102478	KIMBALL MIDWEST	104121717	1/23/2026	BATTERY, DRILL BIT	85.42	85.42
	Voucher:							
396806	2/13/2026	102558	LANDSCAPE WEST MGMT SE	13019	1/30/2026	MONTHLY ON-STREET, PARI	82,754.00	82,754.00
	Voucher:							
396807	2/13/2026	140675	LEDEZMA, OMAR DE JESUS	JANUARY/26	2/3/2026	REIMBURSE DMV FEES CLAS	100.06	100.06
	Voucher:							
396808	2/13/2026	135284	LINDE GAS & EQUIPMENT INC	54453813	1/22/2026	SUPPLIES	538.13	538.13
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396811	2/13/2026	102516	LN CURTIS & SONS	INV1027548	1/12/2026	L. WALLACE	260.24	
	Voucher:			INV1031658	1/23/2026	X. RODRIGUEZ	83.06	
				INV1031649	1/23/2026	R. MIRANDA	503.86	
				INV1032050	1/26/2026	L. CABRERA	99.66	
				INV1031574	1/23/2026	R. LYONS	44.30	
				INV1030538	1/21/2026	L. WEBB	123.72	
				INV1031871	1/26/2026	L. WEBB	403.33	
				INV1030840	1/21/2026	S. RUNYAN	157.38	
				INV1028180	1/13/2026	P. AUDELO	221.48	
				INV1029373	1/16/2026	J. MOLINA	1,149.22	
				INV1029304	1/16/2026	M. CASWELL	435.81	
				INV1029243	1/16/2026	F. CORONA	251.38	
				INV1027676	1/12/2026	E., BALTAZAR	850.34	
				INV1031359	1/23/2026	J. VALDIVIA	212.60	
				INV1031737	1/23/2026	D. DOYLE	110.74	
				INV1031734	1/23/2026	K. PORTILLO	221.48	
				INV1028916	1/15/2026	J. GOMEZ	480.65	
				INV1031010	1/22/2026	L. WEBB	221.77	
				INV1031970	1/26/2026	C MILLER, M. TRINIDAD	68.11	
				INV1031960	1/26/2026	C MILLER, M. TRINIDAD	68.11	
				INV1031852	1/26/2026	E. TORRES	198.23	
				INV1032207	1/26/2026	L. ENRIQUEZ	214.08	
				INV1032154	1/26/2026	M V. POLO	110.74	
				INV1033003	1/28/2026	C. NAVARRO	185.79	
				INV1033717	1/29/2026	B. POLOMIK/M. MROTZ	272.45	
				INV1034004	1/29/2026	L. WEBB	51.51	
				INV1034292	1/30/2026	D. OLIVARES	728.69	
				INV1034186	1/30/2026	R. CASTILLO	22.15	
				INV1034570	1/30/2026	JUN PARKYUN	423.39	
				INV1032505	1/27/2026	M .PARINO	259.16	
				INV1031383	1/23/2026	R. LYONS	902.83	
				INV1031647	1/23/2026	L. CABRERA	709.09	
				INV1031598	1/23/2026	A. AGUIANO	277.21	
				INV1032995	1/28/2026	PARATECH RESCUE EQUIPM	3,763.41	14,085.97

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396812	2/13/2026	134887	LONG BEACH BMW MOTORC	55315	12/12/2025	REPAIR 2021 BMW R 1250	1,552.89	
	Voucher:			55294	12/10/2025	REPAIR 2023 BMW R 1250	1,186.88	2,739.77
396813	2/13/2026	140655	LOPEZ, RUBY	26-04610	1/16/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396814	2/13/2026	140648	LOZA, VALERIE	26-05318	1/23/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396815	2/13/2026	129795	LUCERO, LINDA GARCIA	2/6/26	2/6/2026	BOOT ALLOWANCE	187.84	187.84
	Voucher:							
396816	2/13/2026	140646	MANNING, NEIL	26-05856	1/23/2026	REFUND SPAY/NEUTER DEP(	50.00	
	Voucher:			26-05855	1/23/2026	REFUND SPAY/NEUTER DEP(	50.00	100.00
396817	2/13/2026	140669	MANSWER, MAGED	26-06861	1/31/2026	RETURNED ADOPTION	50.00	50.00
	Voucher:							
396818	2/13/2026	140679	MARQUEZ, VIRGINIA	Ref001766831	2/10/2026	UB Refund Cst #132720	10.66	10.66
	Voucher:							
396819	2/13/2026	140680	MARROQUIN, MARIA	Ref001766832	2/10/2026	UB Refund Cst #143980	6.11	6.11
	Voucher:							
396820	2/13/2026	138641	MCGREW, KEVIN	2-00756937	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,812.94	
	Voucher:			2-00745210	2/4/2026	REFUND C&D DEPOSIT BLD-2	3,846.62	6,659.56
396821	2/13/2026	140642	MCKINLEY, TERESA	26-05174	1/22/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396822	2/13/2026	132196	MERCADO, ERNESTO	JANUARY/26	2/9/2026	MILEAGE	73.33	73.33
	Voucher:							
396823	2/13/2026	140647	MERLO, TONI	26-05183	1/23/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396824	2/13/2026	114829	MINUTEMAN PRESS	28123	1/31/2026	POSTERS 24 X 36" MATTE LA	74.35	74.35
	Voucher:							
396825	2/13/2026	140681	MISSION PEDIATRIC PHY THR	Ref001766833	2/10/2026	UB Refund Cst #147108	67.00	67.00
	Voucher:							
396826	2/13/2026	140683	MONTEON, ROSIE	Ref001766835	2/10/2026	UB Refund Cst #154730	75.00	75.00
	Voucher:							
396827	2/13/2026	137215	MV CHENG & ASSOC. INC.	1/31/2026	2/4/2026	TEMPORARY PERSONNEL SE	11,400.00	11,400.00
	Voucher:							
396828	2/13/2026	140638	NAGARAJAN, BRIDGET	26-02231	1/9/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396829	2/13/2026	103221	NAPA AUTO PARTS	64517	12/18/2025	PARTS	119.38	
	Voucher:			49813	5/13/2025	PARTS	1,220.35	
				43649	2/14/2025	PARTS	63.64	
				66585	1/22/2026	PARTS	775.47	
				66586	1/22/2026	PARTS	775.47	
				66902	1/27/2026	CABIN AIR, GOLD AIR FILTER	203.41	
				704127	1/27/2026	PARTS	317.41	
				703944	1/26/2026	PARTS	1,226.35	
				66803	1/26/2026	PARTS	66.27	
				66482	1/21/2026	PARTS	460.82	
				66525	1/21/2026	PARTS	68.31	5,296.88
396830	2/13/2026	123145	NATIONAL FAIL SAFE	NFS20252952	1/25/2026	MONTHLY MONITORING FEB	45.00	45.00
	Voucher:							
396831	2/13/2026	137468	NATIONAL TRENCH SAFETY, I	1216953	1/22/2026	2.5' X 3/4 THICK PLATE	300.00	300.00
	Voucher:							
396832	2/13/2026	110438	NATIONWIDE ENVIRONMENT/	35187	10/31/2025	ANNUAL CATCH BASIN CLEA	18,128.80	18,128.80
	Voucher:							
396833	2/13/2026	140652	NEVAREZ, ALICIA	26-05124	1/14/2026	REFUND SPAY/NEUTER DEP(	50.00	50.00
	Voucher:							
396834	2/13/2026	126120	NILSEN, ERIC	33654 - 1 OF 2	2/10/2026	EFT - INSTRUCTOR FEE	1,724.45	1,724.45
	Voucher:							
396835	2/13/2026	140670	NOYOLA, JOSEPH	2/6/2026	2/6/2026	BOOT/SHOE ALLOWANCE FY	166.11	166.11
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396836	2/13/2026	103346	OFFICE DEPOT INC	456948873001	1/29/2026	OFFICE SUPPLIES	90.61	
	Voucher:			457836702001	1/30/2026	OFFICE SUPPLIES	217.64	
				455130636001	2/4/2026	OFFICE SUPPLIES	144.67	
				455480629001	1/14/2026	OFFICE SUPPLIES	100.12	
				453616335001	1/16/2026	OFFICE SUPPLIES	14.78	
				453575332001	1/16/2026	OFFICE SUPPLIES	239.22	
				453616341001	1/16/2026	OFFICE SUPPLIES	60.28	
				453616342001	1/16/2026	OFFICE SUPPLIES	160.87	
				455159387001	1/21/2026	OFFICE SUPPLIES	158.70	
				455120821001	1/21/2026	OFFICE SUPPLIES	48.22	
				457923372001	1/30/2026	OFFICE SUPPLIES	234.54	
				457131577001	1/29/2026	OFFICE SUPPLIES	96.02	
				457414921001	1/28/2026	OFFICE SUPPLIES	552.05	
				445589302001		CREDIT MEMO	-63.70	2,054.02
396837	2/13/2026	140653	OLEINIK, TIMOTHY	26-066911	1/14/2026	REFUND SPAY/NEUTER DEP(	40.00	40.00
	Voucher:							
396838	2/13/2026	140711	ORANGE COAST TITLE CO., A	2385753 - CH	2/5/2026	ESCROW CHARGES ACQUIS	4,982.00	4,982.00
	Voucher:							
396839	2/13/2026	137284	ORIGIN BRAND MERCH	20578-1	12/10/2025	HOODIE AND PANTS	1,992.42	
	Voucher:			20689-1	12/18/2025	NIKE BEANIES	971.43	2,963.85
396840	2/13/2026	140697	OSH CONSTRUCTION INC.	2-00768464	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,982.08	2,982.08
	Voucher:							
396841	2/13/2026	138180	PACHECO, SOCORRO	10/5/25 - 01/29/2	2/4/2026	MILEAGE, PER DIEM, PARKIN	214.05	214.05
	Voucher:							
396842	2/13/2026	136580	PACIFIC PARKING SYSTEMS,	17509	1/30/2026	THERMAL PAPER	663.31	663.31
	Voucher:							
396843	2/13/2026	140685	PARK, KIHYUN	Ref001766837	2/10/2026	UB Refund Cst #155544	60.85	60.85
	Voucher:							
396844	2/13/2026	103453	PARKHOUSE TIRE INC	1011072298	1/28/2026	TIRES FOR FIRE ENGINE ANI	14,764.82	14,764.82
	Voucher:							
396845	2/13/2026	140714	PARTIDA OHANA ENTERPRISI	1/20/26	1/20/2026	HOME & BUSINESS SECURIT	149.98	149.98
	Voucher:							
396846	2/13/2026	140698	PAVELOFF, RON	1-00251452	2/4/2026	REFUND C&D DEPOSIT BLD-2	2,500.00	2,500.00
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396847	2/13/2026	110838	PIN ROOFING	2-00770535	2/4/2026	REFUND C&D DEPOSIT BLD-:	2,000.00	
	Voucher:			2-00772597	2/4/2026	REFUND C&D DEPOSIT BLD-:	1,500.00	3,500.00
396848	2/13/2026	103580	PITNEY BOWES	3107626783	1/19/2026	SENDPRO C 01/18 - 04/17/26	508.28	508.28
	Voucher:							
396849	2/13/2026	140715	POU, JAMES FERNANDO	2319	2/2/2026	SENIOR MONDAY ENTERTAIN	400.00	400.00
	Voucher:							
396850	2/13/2026	129326	POWER TRIP RENTALS, LLC	17323-1 1	11/4/2025	POWER DISTRIBUTION BOX	352.47	352.47
	Voucher:							
396851	2/13/2026	120206	PREFERRED IMPRESSIONS IN	28102	12/31/2025	DECALS, DOOR GRAPHICS, (	1,057.78	
	Voucher:			28104	12/31/2025	3' X 6' 50TH ANNIVERSARY B/	238.68	
				28132	12/31/2025	FULL GRAPHICS FOR PUBLIC	2,368.00	
				28133	12/31/2025	FULL GRAPHICS FOR PUBLIC	1,776.00	5,440.46
396852	2/13/2026	102401	PRENTICE, JUSTIN	3/2 - 3/4/26	2/11/2026	LODGING,MEALS,PARKING -	1,009.07	1,009.07
	Voucher:							
396853	2/13/2026	135797	RAFTELIS FINANCIAL CONSU	43902	1/14/2026	PROFESSIONAL FINANCIAL S	12,610.00	12,610.00
	Voucher:							
396854	2/13/2026	140717	RAMBLAZ, ANDRES	JAN/26	1/29/2026	REIMBURSEMENT - DMV FEE	98.00	98.00
	Voucher:							
396855	2/13/2026	103675	RC ROOFING	001-00252498	2/4/2026	REFUND DEPOSIT - C&D BLD	2,500.00	2,500.00
	Voucher:							
396856	2/13/2026	103748	RED WING SHOES	009ST1-233712(	11/10/2025	NATHAN RODRIGUEZ	251.67	
	Voucher:			003ST1-204278:	11/10/2025	SIMMONS RYAN	248.59	500.26
396857	2/13/2026	140677	REED, EARL & PATRICIA	Ref001766829	2/10/2026	UB Refund Cst #110632	53.22	53.22
	Voucher:							
396858	2/13/2026	103753	REGENTS - UNIVERSITY OF C	12927678	2/5/2026	ONLAW PRO - 02/5/26 - 03/4/:	184.00	184.00
	Voucher:							
396859	2/13/2026	138501	RENEWELL FLEET SERVICE L	9597	1/30/2026	PARTS & FREIGHT	3,653.09	3,653.09
	Voucher:							
396860	2/13/2026	140666	RENTERIA, ENRIQUE	Ref001766466	2/5/2026	UB Refund Cst #122669 - requ	229.26	229.26
	Voucher:							
396861	2/13/2026	110414	RESOURCE BUILDING MATER	4146646	1/29/2026	CONCRETE MIX	100.22	
	Voucher:			4145366	1/27/2026	BULK BAG DECOMPOSED GF	67.14	
				4146436	1/29/2026	RIVERSIDE REGULAR CEMEI	695.79	
				4150560	2/10/2026	CONCRETE MIX & PALLET	339.44	
				4150558	2/5/2026	BULK BAG DECOMPOSED GF	101.55	1,304.14

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396862	2/13/2026	140691	REYES, RUBEN	002-00758572	2/11/2026	REFUND DEPOSIT - C&D BLD	5,397.58	5,397.58
	Voucher:							
396863	2/13/2026	103816	RIO HONDO COMMUNITY COI	2526-RG-DOWN	1/15/2026	WEAPONS FIRING RANGE FE	3,600.00	3,600.00
	Voucher:							
396864	2/13/2026	106779	ROADLINE PRODUCTS INC U	22324	1/7/2026	2"X2"X12 POSTS, 2 1/4" X 30"	2,473.63	
	Voucher:			22325	1/12/2026	2 1/4" X 30" ANCHOR	1,562.00	
				22352	1/13/2026	3/8" DRIVE RIVET - STEEL	1,270.75	
				22359	1/14/2026	REPAIR OF ARROW BOARD,	137.08	
				22326	1/15/2026	2"X2"X12' POSTS	2,086.88	7,530.34
396865	2/13/2026	103869	ROBERTSON'S	784475	1/26/2026	SUPPLIES	587.17	587.17
	Voucher:							
396866	2/13/2026	140689	RODRIGUEZ, GLEYDIS	002-00742601	2/3/2026	REFUND DEPOSIT - C&D BLD	2,938.24	2,938.24
	Voucher:							
396867	2/13/2026	140707	ROMAN, DANIEL	26-03556	1/28/2026	REFUND DEPOSIT - FELINE N	40.00	40.00
	Voucher:							
396868	2/13/2026	121638	ROSS, BRITTIN	2/6/26	2/6/2026	CONTRACTED VET SERVICE	1,000.00	1,000.00
	Voucher:							
396869	2/13/2026	113838	SAFETY-KLEEN SYSTEMS, IN	99079038	1/22/2026	DRUMS & CARTRIDGE OIL FI	374.34	374.34
	Voucher:							
396870	2/13/2026	132936	SAGECREST PLANNING & EN	5602	1/31/2026	PROFESSIONAL PLANNING S	7,560.00	7,560.00
	Voucher:							
396871	2/13/2026	133348	SAKAIDA NURSERY, INC.	34345	1/13/2026	PLANTS	4,932.72	4,932.72
	Voucher:							
396872	2/13/2026	140684	SALEH, MOHANED	Ref001766836	2/10/2026	UB Refund Cst #155507	15.14	15.14
	Voucher:							
396873	2/13/2026	126767	SANCHEZ AWARDS	2866	2/9/2026	PLATE FOR ALBUM & NAME F	49.83	
	Voucher:			2863	2/7/2026	GAVEL PLAQUES	348.86	
				2858	2/4/2026	NEW COMMITTEE MEMBER S	44.30	442.99
396874	2/13/2026	140716	SAPPHIRE DANCE	2/1/26	2/5/2026	SETTLEMENT FROM PERFOF	8,590.26	8,590.26
	Voucher:							
396875	2/13/2026	140702	SCHOONOVER, RONALD	26-04395	1/30/2026	REFUND DEPOSIT - K9 NEUT	50.00	50.00
	Voucher:							
396876	2/13/2026	140694	SERAFIN, SAUL	002-00772355	2/4/2026	REFUND DEPOSIT - C&D BLD	1,500.00	1,500.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396877	2/13/2026	140671	SERVIN, FERMIN	2-00669570	1/6/2026	REFUND C&D DEPOSIT BLD-	4,334.29	4,334.29
	Voucher:							
396878	2/13/2026	107239	SHERWIN-WILLIAMS	9257717133012(	1/27/2026	PAINT & SUPPLIES	160.11	160.11
	Voucher:							
396879	2/13/2026	118495	SHEWARD & SONS & SONS	6793401	7/22/2025	LABOR TO TROUBLESHOOT	420.00	420.00
	Voucher:							
396880	2/13/2026	127198	SHRED-IT, C/O STERICYCLE,	D6127E	1/27/2026	SHREDDING SERVICE - CUST	573.20	
	Voucher:			D60115	1/15/2026	SHREDDING SERVICE - CUST	573.20	1,146.40
396881	2/13/2026	140704	SHUE, RILEY	26-05593	1/30/2026	REFUND DEPOSIT - K9 S/N	50.00	50.00
	Voucher:							
396882	2/13/2026	140676	SMITH, DAVID	Ref001766828	2/10/2026	UB Refund Cst #109793	22.27	22.27
	Voucher:							
396883	2/13/2026	140695	SOHAL, SATPAL	002-00768741	2/4/2026	REFUND DEPOSIT - C&D BLD	5,250.24	5,250.24
	Voucher:							
396884	2/13/2026	140706	SOTO, KAMILA	26-05853	1/30/2026	REFUND DEPOSIT - K9 S/N	50.00	50.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396887	2/13/2026	104208	SOUTHERN CALIFORNIA EDIS	700976840867/J	1/20/2026	700976840867 - 12/12/25 - 01/	584.22	
	Voucher:			700583494147/J	1/21/2026	700583494147 - 12/17/25 - 01/	128.62	
				700173065626/J	1/22/2026	700173065626 - 12/22/25 - 01/	1,903.99	
				700489667057/J	1/23/2026	700489667057 - 12/23/25 - 01/	1,005.92	
				700611695380/J	1/26/2026	700611695380 - 12/22/25 - 01/	311.44	
				700121901863/J	1/27/2026	700121901863 - 12/23/25 - 01/	500.24	
				700489638563/J	1/27/2026	700489638563 - 12/223/25 - 01	6,128.88	
				700471598583/J	1/27/2026	700471598583 - 12/23/25 - 01/	135.42	
				700088035426/J	1/27/2026	700088035426 - 12/23/25 - 01/	6,928.64	
				700722470491/J	1/28/2026	700722470491 - 12/24/25 - 01/	2,782.75	
				700106759153/J	1/29/2026	700106759153 - 12/30/25 - 01/	382.63	
				700947752890/F	1/27/2026	700947752890 - 12/23/25 - 01/	1,519.77	
				700478725659/J	1/28/2026	700478725659 - 12/24/25 - 01/	67.61	
				700477570349/J	1/29/2026	700477570349 - 12/24/25 - 01/	3,508.67	
				700621619288/J	1/29/2026	700621619288 - 12/26/25 - 01/	5,698.12	
				700156507726/F	2/2/2026	700156507726 - 01/01 - 01/31/	635.89	
				700157726589/F	2/2/2026	700157726589 - 01/01 - 01/31/	267.75	
				700096820996/F	2/4/2026	700096820996 - 12/30/25 - 01/	1,642.39	
				700389881238/F	2/3/2026	700389881238 - 01/05 - 02/02/	81.21	
				700564703126/F	2/2/2026	700564703126 - 01/01 - 01/31/	261.64	
				700283071205/F	2/4/2026	700283071205 - 01/01 - 01/31/	229.44	
				700155230154/F	2/4/2026	700155230154 - 01/01 - 01/31/	43.58	
				700389925391/F	2/4/2026	700389925391 - 01/06 - 02/03/	17.33	
				700650965327/F	2/2/2026	700650965327 - 12/115/25 - 01	29.48	
				700324576592/F	2/2/2026	700324576592 - 12/30/25 - 01/	116.22	
				700102254616/F	2/2/2026	700102254616 - 12/30/25 - 01/	69.03	
				700157818135/F	2/2/2026	700157818135 - 01/01 - 01/31/	1,458.54	
				700105306577/F	2/2/2026	700105306577 - 12/09/25 -01/2	134.32	
				700365003970/J	1/29/2026	700365003970 - 12/05/25 - 01/(	2,998.08	39,571.82
396888	2/13/2026	104210	SOUTHERN CALIFORNIA GAS	157 306 5472 8/.	1/28/2026	157 306 5472 8 - 12/26/25 - 01/	712.63	
	Voucher:			081 506 8000 0/.	1/27/2026	081 506 8000 0 - 12/23/25 - 01/	49.94	
				050 006 7900 0/.	1/27/2026	050 006 7900 0 - 12/23/25 - 01/	1,310.03	
				182 246 3333 1/.	1/26/2026	182 246 3333 1 - 12/22/25 - 01/	652.72	
				090 106 8000 8/.	1/29/2026	090 106 8000 8 - 12/29/25 - 01/	3,259.04	5,984.36

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396889	2/13/2026	136780	SSD ALARM SYSTEMS	S-01160677	2/1/2026	DUCT DETECTOR CLEANED	438.00	438.00
	Voucher:							
396891	2/13/2026	104256	STAPLES ADVANTAGE	6053834464	1/25/2026	OFFICE SUPPLIES	4.11	
	Voucher:			6053834453	1/25/2026	OFFICE SUPPLIES	125.80	
				6053834450	1/25/2026	OFFICE SUPPLIES	14.93	
				6053834474	1/25/2026	OFFICE SUPPLIES	174.80	
				6053834455	1/25/2026	OFFICE SUPPLIES	339.81	
				6053834451	1/25/2026	OFFICE SUPPLIES	61.29	
				6053834461	1/25/2026	OFFICE SUPPLIES	44.38	
				6053834465	1/25/2026	OFFICE SUPPLIES	159.31	
				6053834458	1/25/2026	OFFICE SUPPLIES	68.23	
				6053834452	1/25/2026	OFFICE SUPPLIES	135.19	
				6053834454	1/25/2026	OFFICE SUPPLIES	70.52	
				6053834457	1/25/2026	OFFICE SUPPLIES	351.26	
				6053834459	1/25/2026	OFFICE SUPPLIES	238.47	
				6053834467	1/25/2026	OFFICE SUPPLIES	411.17	
				6053834469	1/25/2026	OFFICE SUPPLIES	56.02	
				6053834468	1/25/2026	OFFICE SUPPLIES	4.35	
				6053834473	1/25/2026	OFFICE SUPPLIES	76.50	
				6053834472	1/25/2026	OFFICE SUPPLIES	226.14	
				6053834476	1/25/2026	OFFICE SUPPLIES	310.28	
				6053834475	1/25/2026	OFFICE SUPPLIES	158.15	
				6053834449	1/25/2026	OFFICE SUPPLIES	99.27	
				6053834448	1/25/2026	OFFICE SUPPLIES	72.37	3,202.35
396892	2/13/2026	119069	STAY GREEN INC.	118243	1/31/2026	JANUARY LANDSCAPE MAIN	1,035.00	1,035.00
	Voucher:							
396893	2/13/2026	140710	STEINER, CHENOA	26-06361	2/5/2026	REFUND DEPOSIT - K9 S/N	50.00	50.00
	Voucher:							
396894	2/13/2026	139762	STRINGS, AARON	AS021026	2/10/2026	REFEREE FOR YOUTH WINTI	1,440.00	1,440.00
	Voucher:							
396895	2/13/2026	122277	SUN DIGITAL CONSULTING, A	4732	2/1/2026	UNLIMITED SUPPORT & OFF	1,577.00	1,577.00
	Voucher:							
396896	2/13/2026	104329	SUNSET PRINTER	49318	2/4/2026	SHIPPING LABELS	469.63	
	Voucher:			49313	1/28/2026	F.I. CARDS	414.38	884.01

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396897	2/13/2026	140667	SUSSMAN, MARIA	26-00433	2/9/2026	REFUND DEPOSIT - K9 S/N	50.00	50.00
	Voucher:							
396898	2/13/2026	135376	TCM, J. GALT, INC.	1648	2/4/2026	WATER SYSTEMS MAINTENA	2,500.00	
	Voucher:			1605	11/18/2025	VALVE LOCKOUT COVER & T.	388.50	2,888.50
396899	2/13/2026	124421	TETRA TECH, INC.	52545508	2/5/2026	CIP NO.26-10 PANGBORN AVE	660.00	
	Voucher:			52545519	2/5/2026	CIP NO.20-35 FIRESTONE BL\	53,780.11	54,440.11
396900	2/13/2026	121979	THE COUNSELING TEAM INT'L	INV108469	2/5/2026	CONTRACTED COUNSELING	500.00	500.00
	Voucher:							
396901	2/13/2026	138291	THE FERGUSON GROUP, LLC	INV5775	3/1/2026	PROFESSIONAL SERVICE AG	6,000.00	6,000.00
	Voucher:							
396902	2/13/2026	116078	THOMSON REUTERS	853143206	2/1/2026	SOFTWARE SUBSCRIPTION	586.75	586.75
	Voucher:							
396903	2/13/2026	117205	TIERRA WEST ADVISORS	DO-1225A	2/3/2026	FINANCIAL REAL ESTATE ANI	2,328.75	2,328.75
	Voucher:							
396904	2/13/2026	103017	TIME WARNER CABLE	1883618010114:	1/14/2026	188361801 - 01/20 - 02/19/26	1,227.00	
	Voucher:			0649625010201:	2/1/2026	064962501 - 02/01 - 02/28/26	244.99	1,471.99
396905	2/13/2026	133557	TLC ANIMAL REMOVAL SERVI	3545	2/3/2026	ANIMAL REMOVAL SERVICES	4,000.00	4,000.00
	Voucher:							
396906	2/13/2026	124672	T-MOBILE USA INC.	991776765/JAN:	1/21/2026	562-441-2872 - 12/21/25 - 01/2	39.85	39.85
	Voucher:							
396907	2/13/2026	133845	TORO ENTERPRISES, INC.	CIP 24-03 #3	2/4/2026	CIP NO.24-03 ALLEYS PAVEM	289,460.49	289,460.49
	Voucher:							
396908	2/13/2026	108324	U.S. ARMOR CORPORATION	51342	11/25/2025	KEVIN ALFARO	987.89	
	Voucher:			51686	2/4/2026	EVELYN VARGAS	1,647.24	2,635.13
396909	2/13/2026	131426	UKG KRONOS SYSTEMS INC.	I10080045311	2/8/2026	UKG READY TIME/ACCRUALS	5,137.26	5,137.26
	Voucher:							
396910	2/13/2026	131426	UKG KRONOS SYSTEMS INC.	I10010055133	2/4/2026	UKG TELESTAFF	23.16	23.16
	Voucher:							
396911	2/13/2026	120080	UNIFORM DEPOT INC., DBA: M	9224	1/14/2026	JORGE ARIAS	640.68	
	Voucher:			9235	1/21/2026	BIANCULLI	761.07	
				9236	1/21/2026	GONZALEZ	761.07	
				9237	1/21/2026	WALRAVEN	165.69	
				9238	1/21/2026	PISCITELLI	261.71	2,590.22
396912	2/13/2026	105981	UNIQUE MANAGEMENT, SER\	6150823	2/1/2026	JANUARY 2026 PLACEMENTS	361.15	361.15
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396913	2/13/2026	126723	UNITED PACIFIC SERVICES, II	25-1220-2	12/20/2025	TREE TRIMMING SERVICES 7	13,064.00	13,064.00
	Voucher:							
396914	2/13/2026	139906	US JETTING LLC	299230	2/6/2026	SEWER JETTER TRAILER US	94,779.63	94,779.63
	Voucher:							
396915	2/13/2026	139059	VALINO, CRYSTAL	2/04/26	2/9/2026	CONTRACTED VET SERVICE	1,000.00	1,000.00
	Voucher:							
396916	2/13/2026	132112	VERIZON CONNECT NWF, IN	624000068410	2/2/2026	100000175537 - 01/01 - 01/31/2	271.15	271.15
	Voucher:							
396917	2/13/2026	112607	VERIZON WIRELESS	6134650254	1/28/2026	270145074-00019 - 12/29/25 - (	247.69	
	Voucher:			6134650256	1/28/2026	270145074-00023 - 12/29/25 - (	160.04	
				6134650251	1/28/2026	270145074-00015 - 12/29/25 - (	331.38	
				6134650244	1/28/2026	270145074-00004 - 12/29/25 - (	2,038.52	
				6134650245	1/28/2026	270145074-00005 - 12/29/25 - (	175.61	
				6134650259	1/28/2026	270145074-00026 - 01/29 - 02/2	68.52	
				6134650253	1/28/2026	270145074-00017 - 12/29/25 - (	40.01	
				6134650243	1/28/2026	270145074-00003 - 12/29/25 - (	1,634.02	
				6134650242	1/28/2026	270145074-00002 - 12/29/25 - (	1,396.44	
				6134650241	1/28/2026	270145074-00001 - 12/29/25 - (	3,013.49	9,105.72
396918	2/13/2026	111484	VILLASENOR-GALVAN, MELIS	1/5 - 2/3/26	2/11/2026	PETTY CASH	147.61	147.61
	Voucher:							
396919	2/13/2026	119054	WARINO, JIM	33886	2/5/2026	INSTRUCTOR FEE	378.00	
	Voucher:			33887	2/5/2026	INSTRUCTOR FEE	187.60	
				33892	2/5/2026	INSTRUCTOR FEE	91.00	
				33893	2/5/2026	INSTRUCTOR FEE	508.90	1,165.50
396920	2/13/2026	109740	WATER TECHNIQUES	19702	1/15/2026	WATER SYSTEM RENTAL	80.00	80.00
	Voucher:							
396921	2/13/2026	116097	WEST COAST POWER WASH	85456	1/17/2026	STEAM CLEANING SEAACA	285.00	285.00
	Voucher:							
396922	2/13/2026	128600	WHITE CAP, LP	10021689163		CREDIT MEMO	-140.78	
	Voucher:			50035184148	1/28/2026	SUPPLIES	278.75	137.97
396923	2/13/2026	104798	WHITTIER FERTILIZER CO	434941	1/29/2026	25 YD OF FINE COVER MULC	767.98	767.98
	Voucher:							
396924	2/13/2026	104808	WILLDAN ASSOCIATES	00423398	1/27/2026	CONSTRUCTION INSPECTIOI	14,647.00	14,647.00
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
396925	2/13/2026	127327	WINDSTREAM - PAETEC	77365855	1/27/2026	ACCT# 200187730 - TELEPHC	2,758.68	2,758.68
	Voucher:							
396926	2/13/2026	122606	WITTMAN ENTERPRISES, LLC	25120382	1/7/2026	DECEMBER BILLING SERVICI	30,609.96	30,609.96
	Voucher:							
396927	2/13/2026	119439	WOW TOYZ	7954	1/19/2026	CMSC GIFT STORE ITEMS	1,193.35	1,193.35
	Voucher:							
396928	2/13/2026	124678	YOUNGBLOOD & ASSOCIATE	2739A	2/4/2026	POLYGRAPH EXAMINATION S	350.00	350.00
	Voucher:							
396929	2/13/2026	138681	Z & K CONSULTANTS, INC.	2316	2/9/2026	CAPITAL IMPROVEMENT PRC	4,144.00	4,144.00
	Voucher:							
396930	2/13/2026	138125	Z3 SAFETY	INV-10250	10/29/2025	FIRST AID SUPPLIES	642.56	
	Voucher:			INV-10717	1/27/2026	FIRST AID SUPPLIES	529.94	
				INV-10763	1/30/2026	FIRST AID SUPPLIES	622.47	
				INV-10582	12/26/2025	FIRST AID SUPPLIES	95.00	
				INV-9587	6/17/2025	FIRST AID SUPPLIES	95.00	1,984.97
396931	2/13/2026	140664	ZARAGOZA CONSTRUCTION	111	2/3/2026	RIVES/FIRESTONE - REMOVE	2,800.00	
	Voucher:			112	2/3/2026	DISCOVERY WATER RETENT	4,500.00	7,300.00
396932	2/13/2026	128118	ZUMAR INDUSTRIES INC.	11483	1/30/2026	SIGNS	1,034.37	
	Voucher:			11500	2/6/2026	SIGNS	4,389.34	5,423.71
0004663	1/9/2026	107444	CALIFORNIA PUBLIC EMPLOY	Ben1764359	1/9/2026	PERS EPMC: PAYMENT	508,659.29	508,659.29
	Voucher:							
0004669	2/6/2026	104915	CALPERS	Ben1766453	2/6/2026	ANTHEM SELECT HMO: PAYM	680,110.39	680,110.39
	Voucher:							
0004670	1/23/2026	107444	CALIFORNIA PUBLIC EMPLOY	Ben1765480	1/23/2026	PERS EPMC: PAYMENT	494,648.95	494,648.95
	Voucher:							

Sub total for BANK OF THE WEST: 3,165,057.15

275 checks in this report.

Grand Total All Checks:	4,094,808.36

CityofDowney

Item No. 4.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**MATTHEW BAUMGARDNER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT CONSTRUCTION BIDS FOR THE CITYWIDE SLURRY SEAL PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 26-03**

EXECUTIVE SUMMARY

The City Council will consider approving plans and specifications, and authorizing the solicitation of construction bids for the Citywide Slurry Seal Project (Project), Capital Improvement Program (CIP) No. 26-03. The selected streets are recommended for improvement based on the City's approved Pavement Management Program. Staff anticipates the project will take place between May and August 2026.

RECOMMENDATION

That the City Council:

Approve plans and specifications, and authorize solicitation, for construction bids for the Citywide Slurry Seal Project, CIP No. 26-03.

BACKGROUND

The City's Pavement Management Program (PMP) is the primary tool used to prioritize street pavement rehabilitation projects throughout the City. The PMP evaluates, ranks, and prioritizes each City street segment based on surface conditions (cracking, surface failures, etc.), pavement structural strength, and other field observations.

The residential street segments in each area identified as priorities for improvements are in a state of minor deterioration and can be inexpensively repaired with minor maintenance methods such as a slurry seal or cape seal, which seals the roadway preventing water intrusion and oxidation. A consistent slurry seal program for streets with minor deterioration prevents them from further damage for several years. It also extends the window before they require more robust and expensive treatments, such as a mill and overlay or a reconstruction. Ultimately, a consistent slurry seal cycle is the most cost-effective way to maintain the structural integrity and aesthetics of the City's roadway network.

ANALYSIS

The plans (Attachment A) and specifications for the subject Project are complete and the Project is now ready for solicitation of bids. This Project will rehabilitate 55 residential street segments with a total length of approximately 35,728 linear feet or 6.8 miles. Attachment B provides a list of residential streets that will be slurry sealed.

The scope of work includes crack seal, sweeping, slurry seal, and striping.

Staff anticipates bidding the Project in March 2026, with construction anticipated to begin in May 2026 and be completed in August 2026. This Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301(c), Existing Facilities.

CITY COUNCIL PRIORITIES

Quality of Life, Safety & Infrastructure

FISCAL IMPACT

Approval of the recommended actions will result in an expenditure of $1,000,000 of budgeted CIP funds from Vehicle Impact Fees to cover the total estimated project costs (break down listed in table below). Depending on actual bids received, a detailed project cost summary will be provided at the time of award of the construction contract for this project.

Description	**Amount**
Design and Preliminary Engineering (In House)	$5,000
Construction Contract (Estimated)	$850,000
Contingencies (10%)	$85,000
Construction Inspection and Materials Testing	$48,000
Construction Engineering and Contract Administration	$12,000
Total Estimated Project Cost:	**$1,000,000**

Funding for the recommended actions has been appropriated in the adopted Fiscal Year 2025-2026 Capital Improvement Program (CIP) budget, as shown in the table below.

Account No.	**Funding Source**	**Amount**
38-1-6938	Vehicle Impact Fee	$1,000,000
	Total Available Budget:	**$1,000,000**

Attachments

Attachment A - Plans.pdf

Attachment B - List of Streets Segments.pdf

CITY OF DOWNEY

PUBLIC WORKS DEPARTMENT

CIP NO. 26-03

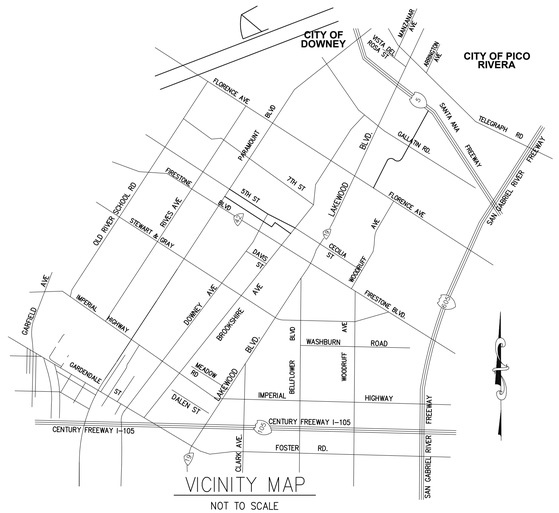
CITYWIDE SLURRY SEAL (CYCLE 1)

STREETS FOR SLURRY SEAL

STREET NAME	FROM	TO
ARRINGTON AV - ARRINGTON	FLORENCE AV/VUL	LUBEC ST
CLANCEY AV - CLANCEY	SHERIDELL AV	VISTA DEL RIO
EGLISE AV - EGLISE	APPLEBY ST	VISTA DEL RIO A
PICO VISTA RD - PICOVISTA	DALEWOOD AV	CUL-DE-SAC
ADOREE ST - ADOREE	GNEISS AV	BROCK AV
HALL RD - HALL	ADENMOOR AV	COLDBROOK AV
NEW ST - NEW	THIRD ST	FOURTH ST
LUBEC ST - LUBEC	SAVAGE AV	GARNISH DR
DOLAN AV - DOLAN	DEVENIR AV	ADOREE ST
GALLATIN RD - GALLATIN	SHELLEYFIELD RD	CLANCEY AV
GALT RD - GALT	DOLAN AV	DOLAN AV
CHANEY AV - CHANEY	VIA AMORITA	FLORENCE AV
PIVOT ST - PIVOT	KOOPMAN AV	PHLOX ST
BIRCHLEAF AV - BIRCHLEAF	BROOKPARK RD	CEDARTREE RD
BROOKGREEN RD - BROOKGREEN	ELMONT AV	ELSTON AV
FOSTER RD - FOSTER	RUTGERS AV	STANBRIDGE AV
PHLOX ST - PHLOX	PARAMOUNT BL	KOOPMAN AV
DOS RIOS RD - DOSRIOS	COOLGROVE DR	ALLENGROVE ST
HANWELL AV - HANWELL	FOSTER RD	BIRDVALE DR
PRISCILLA ST - PRISCILLAS	DUNROBIN AV	IZETTA AV
ELSTON AV - ELSTON	BROOKPARK RD	BLANDWOOD RD
ELSTON AV - ELSTON	BLANDWOOD RD	BROOKGREEN RD
MATTOCK AV - MATTOCK	FLORENCE AV	DACOSTA ST
NEWVILLE AV - NEWVILLE	FLORENCE AV FRT	DACOSTA ST
LYNDORA ST - LYNDORA	BROCK AV	PARROT AV
PRISCILLA ST - PRISCILLAS	DOLAN AV	CUL-DE-SAC
VIA AMORITA - VIAAMORITA	SHERRY AV	OLD RIVER SCHOOL RD
HORLEY AV - HORLEY	SUVA ST	FINEVALE DR
BAIRNSDALE ST - BAIRNSDALE	GUATEMALA AV	SMALLWOOD AV
GAINFORD ST - GAINFORD	GARNISH DR	DOWNEY SANFORD BRIDGE RD
PANGBORN AV - PANGBORN	MULLER ST	QUINN ST
PHLOX ST - PHLOX	KOOPMAN AV	PIVOT ST
ALDERDALE ST - ALDERDALE	GUATEMALA AV	SMALLWOOD AV/BO
GAINFORD ST - GAINFORD	HALEDON AV	GARNISH DR
YANKEY ST - YANKEY	CUL-DE-SAC	SARABETH ST
DACOSTA ST - DACOSTA	RIVES AV	SMALLWOOD AV
EGLISE AV - EGLISE	BROOKPARK RD	CEDARTREE RD
PARROT AV - PARROT	SUVA ST	RAVILLER DR
ADOREE ST - ADOREE	DOWNEY AV	GNEISS AV
COMOLETTE ST - COMOLETTE	BROOKSHIRE AV	VERDURA AV
VIA AMORITA - VIAAMORITA	CORD AV	HASTY AV
FAUST AV - FAUST	BELCHER ST	FOSTER RD
QUINN ST - QUINN	NEWVILLE AV	LESTERFORD AV
BOTANY ST - BOTANY	ALDERDALE ST/SM	TWEEDY LN
PRISCILLA ST - PRISCILLAS	IZETTA AV	COLDBROOK AV
OTTO ST - OTTO	PARROT AV	CUL-DE-SAC
NADA ST - NADA	SUSAN AV	OLD RIVER SCHOOL RD
WESTERN AV - WESTERN	FIFTH ST	SIXTH ST
HALL RD - HALL	BELLFLOWER BL	ADENMOOR AV
DOWNEY SANFORD BRIDGE RD - DNYSANFORD	OTTO ST	DACOSTA ST
BAYSINGER ST - BAYSINGER	TENTH ST/BIRCHD	BELLMAN AV
HALL RD - HALL	COLDBROOK AV	WOODRUFF AV
RIVES AV - RIVES	QUILL DR	RUNDELL ST
MARBEL AV - MARBEL	ALAMEDA ST	MC CALLUM ST
BUHMAN AV - BUHMAN	BROOKPARK RD	CEDARTREE RD



NOT TO SCALE



VICINITY MAP

NOT TO SCALE

DIGALERT

DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BENCH MARK

REVISIONS

NO.	DESCRIPTION	DATE	APP.	BY

PLANS PREPARED BY

DESIGNED BY:

DRAWN BY:

CHECKED BY:

APPROVED BY:

DEPUTY DIRECTOR OF PUBLIC WORKS
EDWIN J. NORRIS RCE No. 50368 — DATE

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
MATT BAUMGARDNER RCE No. 71932 — DATE

SEAL:

CITY OF DOWNEY

DEPT. OF PUBLIC WORKS — ENGINEERING DIVISION

CIP 26-03 CITYWIDE SLURRY SEAL (CYCLE 1)

SHEET ____ OF ____ SHEETS

VERT. SCALE: AS SHOWN

HORIZ. SCALE:

DRAWING NO.

Last Revised: Tue Feb 10, 2026 - 5:27pm Last Plotted: Tue Feb 10, 2026 - 5:27pm Plotted By: jmurray Drawing: H:\Pubworks\Josh W\CIP 26-03 Slurry Seal\TITLE SHEET.dwg

Attachment B
List of Streets to be Slurry Sealed

Street ID	Sec ID	Name	From	To	Area ID	Surface Type	Functional Class	PCI	Maint. Type
ARRINGTON	0046-001	ARRINGTON AV - ARRINGTON	FLORENCE AV/VUL	LUBEC ST	3	A - AC	R - Residential/Local	66	Type II Slurry
CLANCEY	0195-003	CLANCEY AV - CLANCEY	SHERIDELL AV	VISTA DEL RIO	3	A - AC	R - Residential/Local	66	Type II Slurry
EGLISE	0306-002	EGLISE AV - EGLISE	APPLEBY ST	VISTA DEL RIO A	3	A - AC	R - Residential/Local	67	Type II Slurry
PICOVISTA	0690-005	PICO VISTA RD - PICOVISTA	DALEWOOD AV	CUL-DE-SAC	3	A - AC	R - Residential/Local	67	Type II Slurry
ADOREE	0011-002	ADOREE ST - ADOREE	GNEISS AV	BROCK AV	10	O - AC/AC	R - Residential/Local	67	Type II Slurry
HALL	0447-004	HALL RD - HALL	ADENMOOR AV	COLDBROOK AV	8	A - AC	C - Collector	67	Type II Slurry
NEW	0621-002	NEW ST - NEW	THIRD ST	FOURTH ST	5	A - AC	R - Residential/Local	67	Type II Slurry
LUBEC	0544-002	LUBEC ST - LUBEC	SAVAGE AV	GARNISH DR	3	A - AC	R - Residential/Local	67	Type II Slurry
DOLAN	0281-007	DOLAN AV - DOLAN	DEVENIR AV	ADOREE ST	10	O - AC/AC	R - Residential/Local	67	Type II Slurry
GALLATIN	0384-003	GALLATIN RD - GALLATIN	SHELLEYFIELD RD	CLANCEY AV	3	A - AC	C - Collector	67	Type II Slurry
GALT	0386-001	GALT RD - GALT	DOLAN AV	DOLAN AV	5	A - AC	R - Residential/Local	67	Type II Slurry
CHANEY	0181-007	CHANEY AV - CHANEY	VIA AMORITA	FLORENCE AV	6	A - AC	R - Residential/Local	68	Type II Slurry
PIVOT	0696-001	PIVOT ST - PIVOT	KOOPMAN AV	PHLOX ST	5	A - AC	R - Residential/Local	68	Type II Slurry
BIRCHLEAF	0090-001	BIRCHLEAF AV - BIRCHLEAF	BROOKPARK RD	CEDARTREE RD	2	A - AC	R - Residential/Local	68	Type II Slurry
BROOKGREEN	0125-001	BROOKGREEN RD - BROOKGREEN	ELMONT AV	ELSTON AV	2	A - AC	R - Residential/Local	68	Type II Slurry
FOSTER	0355-006	FOSTER RD - FOSTER	RUTGERS AV	STANBRIDGE AV	9	A - AC	C - Collector	68	Type II Slurry
PHLOX	0689-001	PHLOX ST - PHLOX	PARAMOUNT BL	KOOPMAN AV	5	A - AC	R - Residential/Local	68	Type II Slurry
DOSRIOS	0288-007	DOS RIOS RD - DOSRIOS	COOLGROVE DR	ALLENGROVE ST	1	A - AC	C - Collector	68	Type II Slurry
HANWELL	0449-001	HANWELL AV - HANWELL	FOSTER RD	BIRDVALE DR	9	A - AC	R - Residential/Local	68	Type II Slurry
PRISCILLAS	0716-001	PRISCILLA ST - PRISCILLAS	DUNROBIN AV	IZETTA AV	9	O - AC/AC	R - Residential/Local	68	Type II Slurry
ELSTON	0314-001	ELSTON AV - ELSTON	BROOKPARK RD	BLANDWOOD RD	2	A - AC	R - Residential/Local	68	Type II Slurry
ELSTON	0314-002	ELSTON AV - ELSTON	BLANDWOOD RD	BROOKGREEN RD	2	A - AC	R - Residential/Local	68	Type II Slurry
MATTOCK	0577-001	MATTOCK AV - MATTOCK	FLORENCE AV	DACOSTA ST	3	A - AC	R - Residential/Local	69	Type II Slurry
NEWVILLE	0623-001	NEWVILLE AV - NEWVILLE	FLORENCE AV FRT	DACOSTA ST	3	A - AC	R - Residential/Local	69	Type II Slurry
LYNDORA	0557-001	LYNDORA ST - LYNDORA	BROCK AV	PARROT AV	10	O - AC/AC	R - Residential/Local	69	Type II Slurry
PRISCILLAS	0711-001	PRISCILLA ST - PRISCILLAS	DOLAN AV	CUL-DE-SAC	10	O - AC/AC	R - Residential/Local	69	Type II Slurry
VIAAMORITA	0895-001	VIA AMORITA - VIAAMORITA	SHERRY AV	OLD RIVER SCHOOL RD	4	A - AC	R - Residential/Local	70	Type II Slurry
HORLEY	0462-011	HORLEY AV - HORLEY	SUVA ST	FINEVALE DR	1	A - AC	R - Residential/Local	70	Type II Slurry
BAIRNSDALE	0050-001	BAIRNSDALE ST - BAIRNSDALE	GUATEMALA AV	SMALLWOOD AV	1	A - AC	R - Residential/Local	70	Type II Slurry
GAINFORD	0376-005	GAINFORD ST - GAINFORD	GARNISH DR	DOWNEY SANFORD BRIDGE RD	3	A - AC	R - Residential/Local	70	Type II Slurry
PANGBORN	0662-009	PANGBORN AV - PANGBORN	MULLER ST	QUINN ST	6	A - AC	C - Collector	70	Type II Slurry
PHLOX	0689-002	PHLOX ST - PHLOX	KOOPMAN AV	PIVOT ST	5	A - AC	R - Residential/Local	70	Type II Slurry
ALDERDALE	0028-001	ALDERDALE ST - ALDERDALE	GUATEMALA AV	SMALLWOOD AV/BO	1	A - AC	R - Residential/Local	70	Type II Slurry
GAINFORD	0376-003	GAINFORD ST - GAINFORD	HALEDON AV	GARNISH DR	3	A - AC	R - Residential/Local	70	Type II Slurry
YANKEY	0924-001	YANKEY ST - YANKEY	CUL-DE-SAC	SARABETH ST	7	A - AC	R - Residential/Local	70	Type II Slurry
DACOSTA	0238-001	DACOSTA ST - DACOSTA	RIVES AV	SMALLWOOD AV	1	A - AC	R - Residential/Local	70	Type II Slurry
EGLISE	0305-001	EGLISE AV - EGLISE	BROOKPARK RD	CEDARTREE RD	3	A - AC	R - Residential/Local	70	Type II Slurry
PARROT	0672-003	PARROT AV - PARROT	SUVA ST	RAVILLER DR	2	A - AC	R - Residential/Local	70	Type II Slurry
ADOREE	0011-001	ADOREE ST - ADOREE	DOWNEY AV	GNEISS AV	10	O - AC/AC	R - Residential/Local	70	Type II Slurry
COMOLETTE	0211-002	COMOLETTE ST - COMOLETTE	BROOKSHIRE AV	VERDURA AV	10	O - AC/AC	R - Residential/Local	70	Type II Slurry
VIAAMORITA	0901-003	VIA AMORITA - VIAAMORITA	CORD AV	HASTY AV	6	A - AC	R - Residential/Local	70	Type II Slurry
FAUST	0326-005	FAUST AV - FAUST	BELCHER ST	FOSTER RD	9	O - AC/AC	R - Residential/Local	70	Type II Slurry
QUINN	0727-001	QUINN ST - QUINN	NEWVILLE AV	LESTERFORD AV	6	A - AC	R - Residential/Local	70	Type II Slurry
BOTANY	0112-003	BOTANY ST - BOTANY	ALDERDALE ST/SM	TWEEDY LN	1	A - AC	R - Residential/Local	70	Type II Slurry
PRISCILLAS	0716-002	PRISCILLA ST - PRISCILLAS	IZETTA AV	COLDBROOK AV	9	O - AC/AC	R - Residential/Local	70	Type II Slurry
OTTO	0658-001	OTTO ST - OTTO	PARROT AV	CUL-DE-SAC	2	A - AC	R - Residential/Local	70	Type II Slurry
NADA	0608-001	NADA ST - NADA	SUSAN AV	OLD RIVER SCHOOL RD	7	A - AC	R - Residential/Local	71	Type II Slurry
WESTERN	0914-001	WESTERN AV - WESTERN	FIFTH ST	SIXTH ST	5	A - AC	R - Residential/Local	71	Type II Slurry
HALL	0447-002	HALL RD - HALL	BELLFLOWER BL	ADENMOOR AV	8	A - AC	C - Collector	71	Type II Slurry
DNYSANFORD	0296-003	DOWNEY SANFORD BRIDGE RD - DNYSANFORD	OTTO ST	DACOSTA ST	3	A - AC	R - Residential/Local	71	Type II Slurry
BAYSINGER	0055-001	BAYSINGER ST - BAYSINGER	TENTH ST/BIRCHD	BELLMAN AV	5	A - AC	R - Residential/Local	71	Type II Slurry
HALL	0447-005	HALL RD - HALL	COLDBROOK AV	WOODRUFF AV	8	A - AC	C - Collector	72	Type II Slurry
RIVES	0754-004	RIVES AV - RIVES	QUILL DR	RUNDELL ST	7	A - AC	C - Collector	72	Type II Slurry
MARBEL	0573-002	MARBEL AV - MARBEL	ALAMEDA ST	MC CALLUM ST	8	A - AC	R - Residential/Local	72	Type II Slurry
BUHMAN	0149-001	BUHMAN AV - BUHMAN	BROOKPARK RD	CEDARTREE RD	3	A - AC	R - Residential/Local	72	Type II Slurry

Item No. 5.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JUDDY MONTENEGRO, INTERIM ASSISTANT TO THE CITY MANAGER**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BE SOCIAL PRODUCTIONS FOR THE LOS ANGELES WORLD CUP 26 FAN ZONE AT THE CITY OF DOWNEY**

EXECUTIVE SUMMARY

The City Council will consider approving an agreement with Be Social Productions for the Los Angeles World Cup 26 Fan Zone at the City of Downey. The City seeks to hire a professional event production company to assist staff with the planning, coordination and implementation of the City's official FIFA Fan Zone, which is scheduled to take place on June 20, 2026. Be Social Productions will be responsible for assisting the City in delivering a successful Fan Zone event for the community.

RECOMMENDATION

That the City Council:

1. Approve a professional services agreement with Be Social Productions for the Los Angeles World Cup 26 Fan Zone within the City of Downey, for a contract term beginning February 24, 2026 through July 30, 2026; and,

2. Authorize the City Manager to execute all amendments to the agreement.

BACKGROUND

Known as the world's largest global event, the FIFA World Cup 2026 is coming to Los Angeles this summer. It is anticipated that hundreds of thousands of fans will make their way to Los Angeles to experience World Cup matches that will be hosted in the region.

In August 2025, the Los Angeles World Cup Host Committee (LAWCHC) released a Request for Proposals (RFP) inviting venues and districts across L.A. County to host Official Los Angeles World Cup 2026 Fan Zones throughout the tournament. The RFP was specifically released to selected venues. When the City learned of the RFP, staff reached out to request a copy and asked for the opportunity to submit a proposal to be considered as a Fan Zone. City staff worked diligently to prepare a proposal and submitted a final copy in September 2025. The RFP stated that submitted proposals must meet the following minimum requirements:

- Capacity to handle the estimated crowd size, which is estimated to be 10,000-15,000 in Downey
- Have the financial resources to produce a professional and secure event
- Responsible for providing public safety and security
- Medical and emergency response strategies in place

- Onsite medical staff and first aid stations
- Venue should have adequate lighting for all areas, especially during evenings
- Provide seating and shaded areas
- Be accessible to people with disabilities, including ramps and pathways
- Offer diverse food options for various dietary needs
- Provide sufficient parking
- Metro accessibility

In late December 2025, staff was notified that it had been selected to host an Official World Cup Fan Zone on June 20, 2026 at Stonewood Center. Capacity, infrastructure, entertainment plans and ability to cover the costs, all played major roles in determining Downey's selection.

On January 23, 2026, the City executed a contract with LAWCHC to be officially recognized as World Cup 26 Fan Zone. The official announcement was made during a press conference held at the Los Angeles Coliseum on January 28, 2026. On February 10, 2026, the City Council ratified the City Manager's approval of the agreement with LAWCHC. LAWCHC had requested that the City not share information about the selection until an agreement was fully executed and until the day of the press event. Therefore, the agreement was taken before the City Council for ratification on February 10th.

Downey is proud to be one (1) out of ten (10) sites announced as official Fan Zones. The Fan Zone will be held on Saturday, June 20, 2026 at Stonewood Center and will feature the following live matches:

10:00 a.m. - Netherlands vs. UEFA Playoff B
1:00 p.m. - Germany vs. Ivory Coast
7:00 p.m. Ecuador vs. Curacao
9:00 p.m. Japan vs. Tunisia

The other Fan Zone sites include:

- The Original Farmers Market - June 18-21
- Heart of the City: Union Station & LA Plaza de Cultura y Artes - June 25-28
- Hansen Dam Lake - July 2-5
- LA County’s Earvin “Magic” Johnson Park - July 4-5
- Los Angeles County Whittier Narrows - July 9-11
- Venice Beach – July 11
- Fairplex - July 14-15 & July 18-19
- West Harbor - July 14-15 & July 18-19
- City of Burbank - July 18-19

ANALYSIS

Event Production Company: Be Social Productions

The City is committed to providing an exceptional experience for soccer fans in the local community. Due to the magnitude of this event, the City wishes to hire a professional event production company, Be Social Productions, to help carry out a successful, all day Fan Zone. Be Social Productions was recommended by LAWCHC to assist the City with bringing the Fan Zone to life, as it has been identified as a talented and experienced company capable of producing premiere sports and entertainment events in the Los Angeles region. Be Social has gone through an extensive procurement and vetting process through the Los Angeles Sports & Entertainment Commission's (LASEC) Business Connect Program.

Founded in 2016, Be Social Productions is a women-owned, small business dedicated to designing and executing large-scale, community events. With a strong track record of successful collaborations, Be Social strives to create safe, inclusive, and memorable experiences that foster community growth and impact. They provide full-service event production including site planning, permitting, vendor coordination, staging, audiovisual, volunteer management, and post-event reporting. As a proud member of the LASEC Business Connect program, Be Social is committed to prioritizing local and diverse suppliers. Be Social has successfully hosted events with over 15,000 attendees and collaborated with over 100 organizations and non-profit partners.

Fan Zone Event

With oversight from the City, Be Social Productions will be responsible for the planning, coordination and execution of the City's Fan Zone event to be held at Stonewood Center on June 20, 2026. This includes:

- Lay-out, and set-up of main viewing area and activation zone, which includes seating area, food court, vendors, fun zone, beer garden, and soccer clinic set-up
- Stage, viewing screen, audio and video
- All rentals and equipment such as chairs, bleachers, picnic and cocktail tables, lighting, and generators
- Coordination and management of vendors, entertainment/talent groups, and volunteers
- Production/printing of branding and marketing material
- Assist with securing sponsorships
- Ticketing system
- Set-up, break-down and staffing for event

The attached proposal highlights in more detail the services Be Social will be providing to successfully executing the FIFA Fan Zone event.

The City will be responsible for coordinating the following items:

- Art Installation
- Soccer Exhibition
- Certain Elements of the Activation Zone in tandem with Be Social Productions
- Media inquiries - all media will go through the City
- Marketing Materials - City will have all rights and ownership of all media created and produced
- Public Safety and Private Security
- Public Works staff for traffic control
- Transportation - Downey Link buses and shuttle pick-ups and drop-offs
- Opening Ceremony
- FIFA Merchandise – coordination and profits

Sponsorships, VIP Packages and Other Funding

City staff will work with Be Social to secure sponsorships, both monetary and in-kind, to help offset costs related to the event. Be Social will assist with the creation and design of sponsorship packages. It is important to note that all sponsors will have to be approved by the LAWCHC to ensure there are no conflicts with official FIFA sponsors.

Although general admission to the event will be free, members of the public will have the option to purchase VIP packages, which will include private seating, refreshments and giveaway items. Be Social will also be responsible for creating and designing the VIP packages, with City approval, and with profits going to the City.

The City will also have an opportunity to receive up to $100,000 in federal funding through a FEMA grant to assist with personnel expenses for public safety uniformed officers providing services at the Fan Zone event. Only Official Fan Zones will be eligible to apply for this funding.

Economic Vibrancy

Staff would like to once again emphasize the many benefits of hosting this Fan Zone in the City:

- Economic Impact: Drive significant revenue for local economy, with California cities expecting millions in economic impact and hundreds of thousands of visitors.
- Enhanced Tourism and Visibility**:** Promote Downey through the new Discover Downey Branding to an international audience, showcasing local amenities and key destinations.
- Inclusive Fan Engagement: As a free, public, all-ages events, the event provides an accessible way for residents and surrounding community members to enjoy the atmosphere without needing expensive match tickets.
- Support for Local Business: Boost local businesses, restaurants, and vendors through increased foot traffic and, in some cases, dedicated local vending opportunities.
- Unique Celebration and Atmosphere: Provide a centralized location for soccer fans to gather, featuring live entertainment, large-screen match broadcasts, and interactive activities.
- Community Pride: Help build a sense of community pride by allowing residents to participate directly in the global event.

Additionally, City staff is working on a lease agreement with Stonewood Center. This agreement will be coming before the City Council at upcoming City Council meeting.

Together with its partners, the City believes it can carry out a once in a lifetime World Cup experience for the community and the entire southeast L.A. County region. Final details regarding the Official World Cup Fan Zone in the City of Downey is planned to be released in April.

CITY COUNCIL PRIORITIES

Economic Vibrancy
Quality of Life, Safety & Infrastructure
Public Engagement

FISCAL IMPACT

Approval of the recommended action will result in an expenditure of $300,000 from the CIP - General Fund Account #40-4-6934-0701 as already included in the City's Fiscal Year 2025-2026 Operating Budget. However, with the anticipated Fan Zone sponsorships and revenue opportunities from the VIP zones, merchandise sales and possible profits from beer garden, actual costs are expected to be offset significantly. Additionally, due to the positive economic impacts that an Official World Cup Fan Zones generates for the local business community, it is anticipated that the City will see an increase in local revenues as a result of this event, which will further help offset event costs.

ATTACHMENT

Attachments

Attachment A - PSA Be Social Productions.pdf

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CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH BE SOCIAL PRODUCTIONS
FOR EVENT PRODUCTION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of February, 2026 by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and **Be Social Productions, LLC,** a California Limited Liability Company**,** with its principal place of business at 9100 Wilshire Boulevard, Suite 725E, Beverly Hills, California 90212 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **event production** services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it has demonstrated competence and experience in providing **event production** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Los Angeles World Cup 26 Fan Zone at the City of Downey** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **event production** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **February 24, 2026** to **July 30, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules

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and deadlines. The term of this Agreement may be extended by written amendment to this Agreement signed by the City Manager and the Consultant.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

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3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City.

3.2.5 City's Representative. The City hereby designates the **City Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Cecilia Zavala, Founder & CEO,** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or

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timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner consistent with the standard of care set forth herein, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services or the Project under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement, the Services or the Project by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. (1) *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Consultant owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation* : Workers' Compensation insurance as

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required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *Commercial General Liability (CGL):* No less than $2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* No less than $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation:* Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) Employer's Liability: Employer's Liability limits of no less than $2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Consultant has no employees.

If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than $2,000,000 per occurrence or claim and $2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work, Services. Project or operations; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled

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underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Consultant's insurance (at lease as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

3.2.10.6 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors officials, officers, employees, agents and volunteers.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies

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of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Consultant's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Consultant must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thousand Dollars ($300,000.00)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City Manager.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

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The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;

- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Be Social Productions
9100 Wilshire Boulevard, Suite 725E
Beverly Hills, California 90212
Phone: (310) 902-2895
Attn: Cecilia Zavala, Founder and CEO

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286
Attn: City Manager

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With a courtesy copy to:

City of Downey
City Attorney's Office
11111 Brookshire Avenue
Downey, California 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to “design professionals” only, Consultant shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys’ fees and other related costs and expenses. The Consultant’s duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and

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2782.6), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Consultant's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness or willful misconduct.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and

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any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

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initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Consultant shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF DOWNEY, **a California municipal corporation and charter city**	**BE SOCIAL PRODUCTIONS,** **a California Limited Liability Company**
By: _____ Claudia M. Frometa, Mayor	By: DocuSigned by: Cecilia Zavala 20BA1EE01E54466... Cecilia Zavala, Founder & CEO Its: _____ [INSERT TITLE]

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Attest:

M. Alicia Duarte, City Clerk

Approved as to Form:

Signed by:
John M. Funk
2113120E28854FB...

John M. Funk, City Attorney

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EXHIBIT "A"
SCOPE OF SERVICES

Please see attached proposal submitted by Be Social Productions.

Be Social Productions will be responsible for all items included in the proposal.

The City will be responsible for the following items:

- Art Wall and Art Walk– coordination and implementation
- Media inquiries - all media will go through the City
- Marketing Materials - City will have all rights and ownership of all media created and produced
- Public Safety and Private Security
- Public Works staff for traffic control
- Transportation - Downey Link buses and shuttle pick-ups and drop-offs
- Opening Ceremony
- Merchandise – coordination and profits
- Entertainment – City will provide contacts to Be Social Productions for outreach and coordination of entertainment groups for day of event.
- Volunteers- City staff will provide contacts for Be Social Productions to reach out and coordinate and manage volunteers during set-up, during event and break-down. City will ask all volunteers to sign a liability waiver.
- Vendors - City staff will provide Be Social Productions with the list of vendors. Be Social will be responsible for managing vendors and acquiring health permits for each. All vendors must be approved by the City and all must provide Certificates of Insurance
- Wi-Fi – City will provide Wifi for TV in beer garden area

OFFICIAL
FIFA WORLD CUP 2026



FIFA
LOS ANGELES

Fan Zone - Downey
June 20th 2026

CITY OF DOWNEY
PARKS & RECREATION

be social productions

We ♥ to make
our community smile

Scheduled matches
(Based on the official FIFA schedule)

Saturday, June 20, 2026 🕒 (Los Angeles Time / PST)

⚽ 10:00 a.m. PT — Netherlands vs. UEFA Playoff B (Group F) — Houston, TX
⚽ 1:00 p.m. PT — Germany vs. Ivory Coast (Group E) — Toronto, Canada
⚽ 7:00 p.m. PT — Ecuador vs. Curaçao (Group E) — Kansas City, MO
⚽ 9:00 p.m. PT — Tunisia vs. Japan (Group F) — Monterrey, Mexico

Event hours:

Setup: Thursday, June 18th, starting at 7:00 a.m.
Friday, June 19th, starting at 12:00 pm

Event day: Saturday, June 20th, from 9:00 am - 11:30 pm

Time frame

Thursday, June 18th, 2026

- 7:00 a.m.: Be Social Productions' team arrival on site
- 7:00 a.m.: Vendors will start to arrive: Stage and screen ONLY.
- 8:00 am.: Art walk installation and floor painting
- 7:00 p.m.: Reviewing final details on the screen and stage.
- 11:00 p.m.: End of setup.

Friday, June 19th, 2026

- 8:30 a.m.: Be Social Productions' team's arrival at the site
- 12:00 p.m.: Vendors will start to arrive: Stage and screen, rentals, branded materials, activations, etc.
- 6:00 p.m.: Technical rehearsal of video and sound on the stage screen
- 7:00 p.m: Protective plastic covering placed over painted surface.
- 7:00 p.m.: Reviewing final details on the setup.
- 11:00 p.m.: End of setup.

Time frame

Saturday, June 20th, 2026

- 6:00 a.m.: Be Social Productions' team will arrive on site
- 7:10 a.m.: Staff and volunteers' arrival
- 8:30 a.m.: Open doors to the public
- 9:25 a.m.: Invite the attendees to come near the stage
- 9:45 a.m.: Opening ceremony with Downey Council
- 9:55 a.m.: Invite the attendees to watch the match
- 10:00 a.m.: Start of the Netherlands vs. UEFA Playoff B (Group F)
- 12:00 p.m.: Finish of the Netherlands vs. UEFA Playoff B (Group F)
- 12:00 p.m.: Activation on stage, presentation, etc.
- 12:55 p.m.: Invite the attendees to watch the match
- 1:00 p.m.: Start of the Germany vs. Ivory Coast (Group E)
- 3:00 p.m.: Finish of the Germany vs. Ivory Coast (Group E)
- 3:05 p.m.: Invite the attendees to go to the food court or the mall.

Time frame

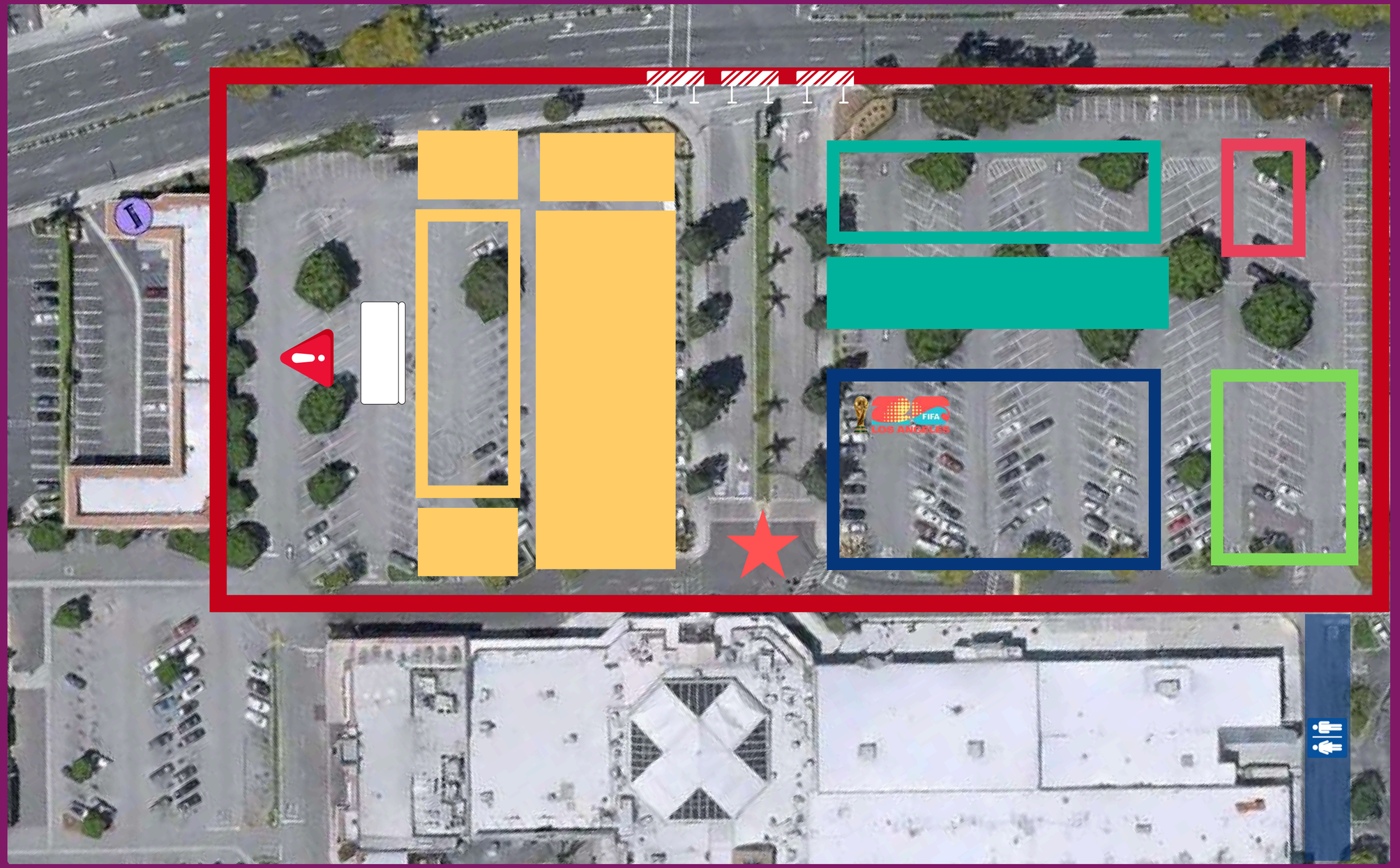
Saturday, June 20th, 2026

- 7:00 p.m.: Start of the Ecuador vs. Curaçao (Group E)
- 9:00 p.m.: Ecuador vs. Curaçao ends.(Group E)
- 9:00 p.m.: Start of the Tunisia vs. Japan (Group F)
- 11:00 p.m.: Tunisia vs. Japan ends (Group F)
- 11:05 p.m.: Breakdown starts

Sunday, June 21st, 2026

- 7:00 a.m.: Breakdown finishes

Layout 1



Event area

Entrance

Restrooms - TBD

Soccer & games

Food court

Food court seating

Beer garden

VIP Seating area

GEN seating area

Activations & Activities

FIFA merchandise

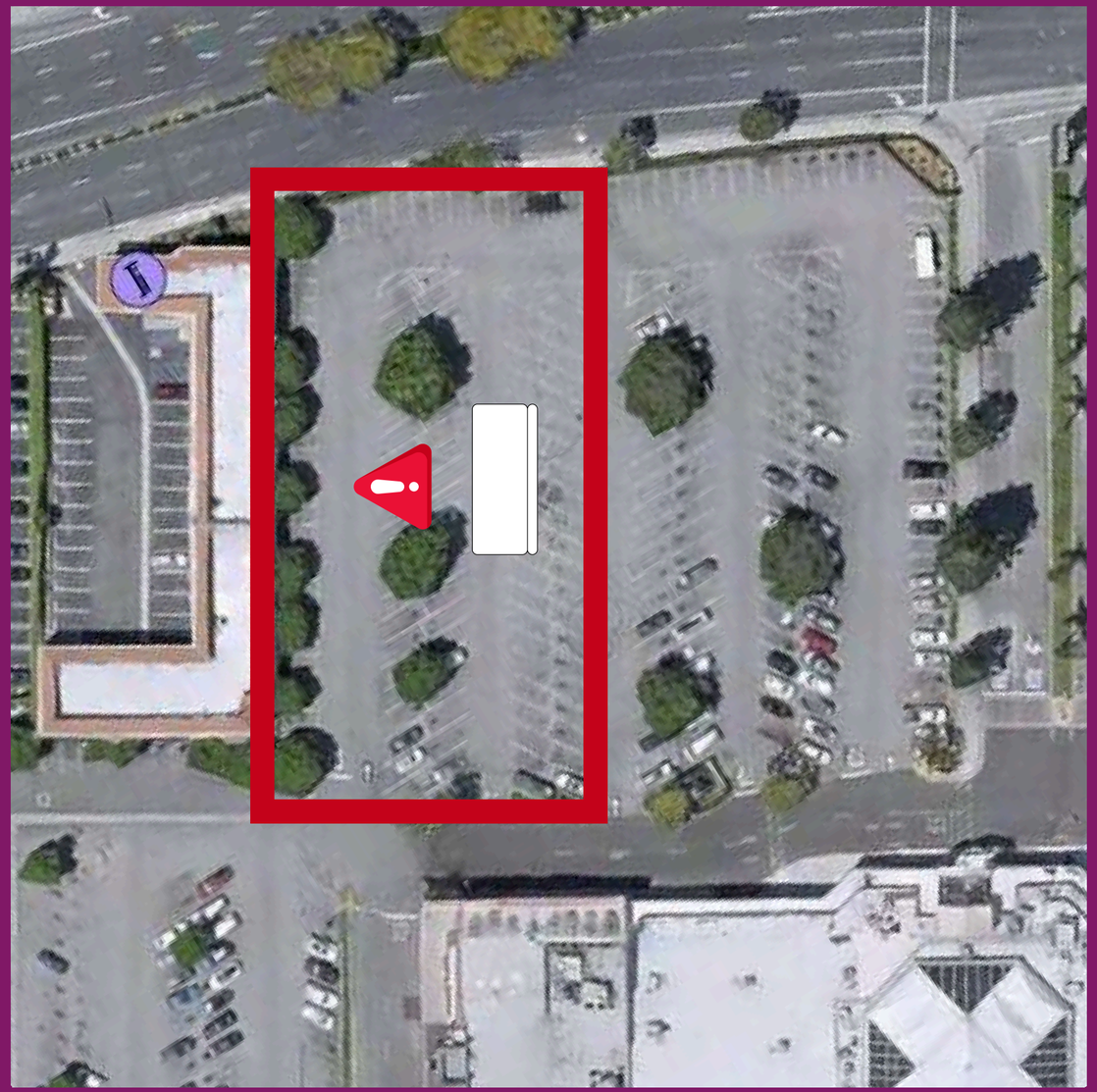
Technical area

Main screen



Estimate

Stage, audio and video



- LED Screen - Outdoor specification
- Ground support & rigging structure (LED)
- Stage
- Stage branding
- Multicamera
- Production
- Power

TOTAL:

$120,390.00

Name	Descripción	ITEMIZED Price
LED Screen - Outdoor specification	• Preferred (Professional Fan Fest Standard): 32 ft (W) x 18 ft (H). • The screen provides improved visibility across the full audience depth, enhanced visual impact, and a stronger presence for live performance content and branding. • Pixel Pitch & Brightness • Recommended Pixel Pitch: P4.8 (4.8 mm) Optimal balance between resolution and viewing distance • Brightness: • Minimum 4,500–6,500 nits, suitable for outdoor daylight conditions • Content Resolution Workflow • Standard content delivery: 1920 x 1080 (Full HD) • LED processors will scale content to the native LED canvas for clean playback and reliability 220. Led Modules • 2 video operators • 6. Technical staff	**$35,680.00**
Ground support & rigging structure (LED)	• Structural Configuration (40’ x 24’’) • Dual heavy-duty ground support towers • Top truss height: Approx. 24–28 ft • Outriggers: Approx. 12 ft x 12 ft per tower • Ballast: • Engineered per wind-load requirements (typically 4,000–8,000 lbs total) • All ground support systems are designed to meet outdoor wind and safety standards, including contingency protocols if weather conditions change. •	**$19,800.00**

Name	Descripción	ITEMIZED Price
Audio	• Audio System – Outdoor Line Array (RCF) • Recommended Audio Configuration. • Main PA: • 8 RCF line array cabinets per side (L/R) • Subwoofers: • 8 dual 18” subwoofers (cardioid configuration recommended) • Front Fills: • 6 units to evenly cover the VIP seated area • Delay Towers (if required by distance): • 2 delay positions with 2–3 cabinets per tower • 4. Audio Techs • 2. Sound Engineer • 4. Wireless Microphones • 1. Digital Console Midas (32CH) • 2. Sure Antennas Frequency • This configuration ensures consistent coverage, strong low-frequency impact for music, and vocal clarity across the entire audience area.	**$8,900.00**
Stage	• 4 Sides Handrails • 2 Stairs Access • Trussing Structure ground support • Dimension’s: 40w x 24D’ x 2H • Decks 4x8' (30) • Access stairway	**$6,450.00**
Stage branding	• 2 printed branded designs to cover the structure (16'x18')	**$3,500.00**

Name	Descripción	ITEMIZED Price
Multi camera	• Professional multi-camera live production system designed to capture and project real-time action from the stage and audience onto the main • LED screen during the Fan Fest event. • Equipment & Technical Components • 3 Panasonic HD Cameras • 3. Camera Operators • Camera 1: Fixed position, focused on the main stage. • Camera 2: Wireless roaming camera for dynamic shots on stage and within the audience. • Camera 3: Static wide-angle camera for general and crowd coverage. • 1 Extended-range broadcast lens for long-distance stage capture. • Professional video switcher for live camera mixing. • 1. Dedicated video operator/switcher technician. • 3 professional tripods for stable camera support. • 400 ft of video cabling for full production coverage. • 2 video monitoring displays for live preview and switching control. • Video production control station for real-time switching and signal management. • Deliverable: Live multi-camera feed switched in real time and projected onto the main LED screen, enhancing audience engagement and overall event production value.	**$7,875.00**

Name	Descripción	ITEMIZED Price
Power	• Power – Quiet / Self-Contained Generator & Power Distribution • 150 kW generator • Ground Cooper • 1 . Distro box 300 Amps • 2. Lunch Box 100 amps • 4 . Electrical Outlets 50 ft (4 access) • 10. Power Extension Cord 50ft • 10. Power Extension Cord 100ft • Fuel Diesel fuel Tank 30 gallons • Includes professional power distribution (camlocks, breakers, separate circuits for LED, audio, FOH, and backstage), ensuring stable and redundant operation.	**$6,185.00**
Production	• Production Timeline & Staffing • Load-in / Installation: Before the event • Full technical Labor operation and support • Load-out: Post-event • Rehearsal Day: • One full rehearsal day, before the event • Show Day: Full technical operation and support • Strike / Load-out: Post-event (overnight) • Technical Staffing (Typical) • Production / Technical Lead • LED / Video Lead + LED Technicians • Audio Engineer (A1) + Audio Technician(s) -Rigging / Structures Lead + Crew • Video Operator / Playback Operator	**$32,000.00**

Entertainment

Stage management and Art activation

Name	Descripción	ITEMIZED Price
Stage management & entertainment coordination	• Be Social Productions will oversee and manage all stage operations, including talent coordination, show flow, technical production, scheduling, and on-site execution.	-
Art Walk	• Be Social Productions will provide and coordinate an approved artist to design and execute the Art Walk experience.	-

Main view area and VIP space



- Entrance structure with branded design
- Giant letters
- Folding chairs
- Umbrellas
- Bleachers
- Lounge seats
- Round cocktail tables
- Cocktail stool
- Custom pillows

TOTAL:

$27,710

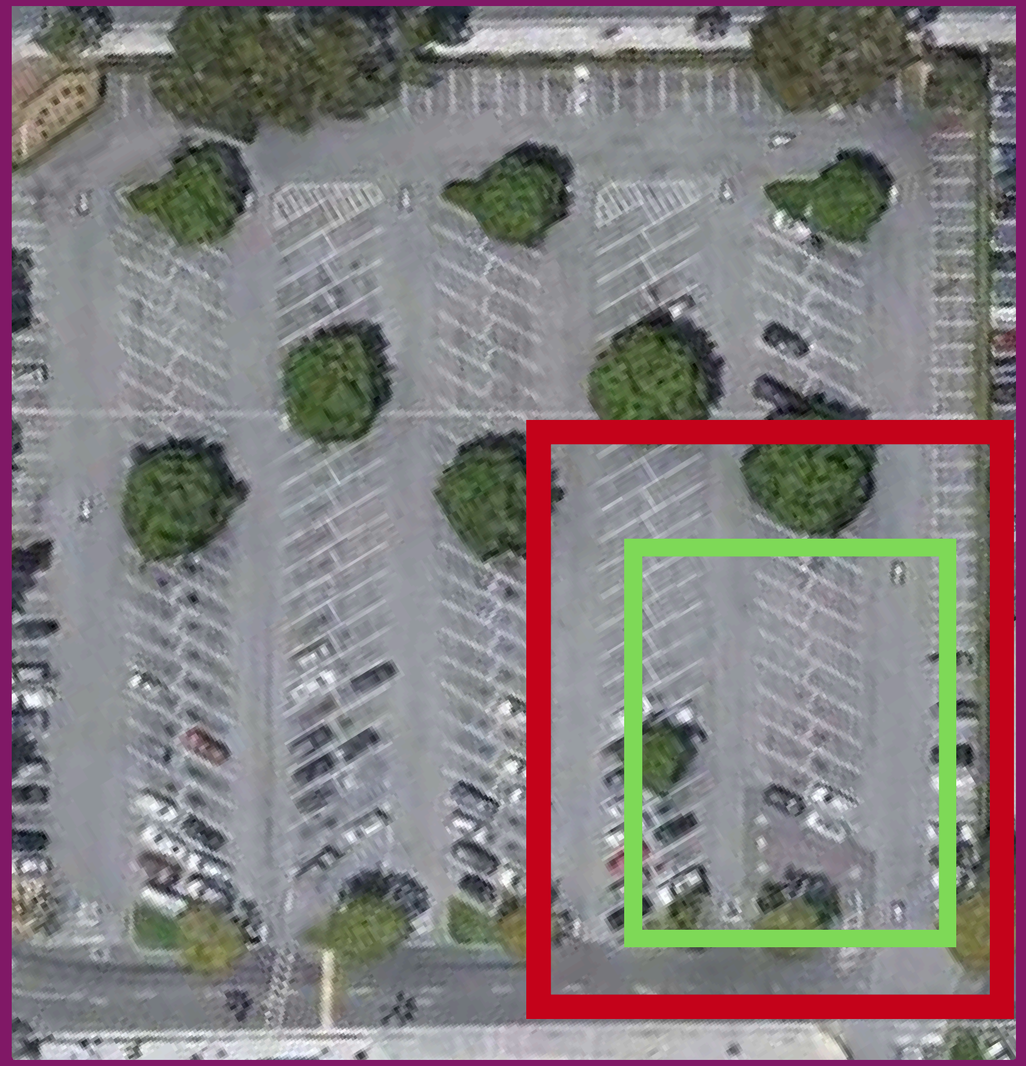
General viewing area

Name	Descripción	ITEMIZED Price
Entrance structure with branded design:	• Branding structure Trussing: • Densions: 34w x 14h • Center entrance H 12ft • Wings Padders 3ft inside x 13ft inside 2 sets • 4 Self-standing plates stand 36x36.” • Printed branded design to cover the structure	**$7,650.00**
FAN FEST Letters.	• Exp. “#DowneyFanZoneFIFAWoldCup26” (large)	**$5,300.00**
400 white folding chairs	• Padded seats	**$1,600.00**
15 Umbrellas	• 9' Market Umbrella and 50 Lb. Market Umbrella Stand	**$1,200.00**
8 bleachers	• Three rows, each being 9 feet long. • The seating capacity for this bleacher is 18 people. • The highest seat is below 30”, and it does not require a safety rail.	**$4,000.00**

VIP Area

Name	Descripción	ITEMIZED Price
20 Lounge seats	• 8' Lounge Armless Sofa, White	$5,000.00
14 round cocktail table	• (30"W x 42"H) with tablecloths.	$400.00
28 high cocktail stool	• High cocktail stool for standing tables.	$560.00
40 custom pillows	• Custom pillows 14" x 14"	$800.00
15 Umbrellas	• 9' Market Umbrella and 50 Lb. Market Umbrella Stand	$1,200

Soccer clinics & exhibition



- **Nets**
- **Soccer field delimitation**

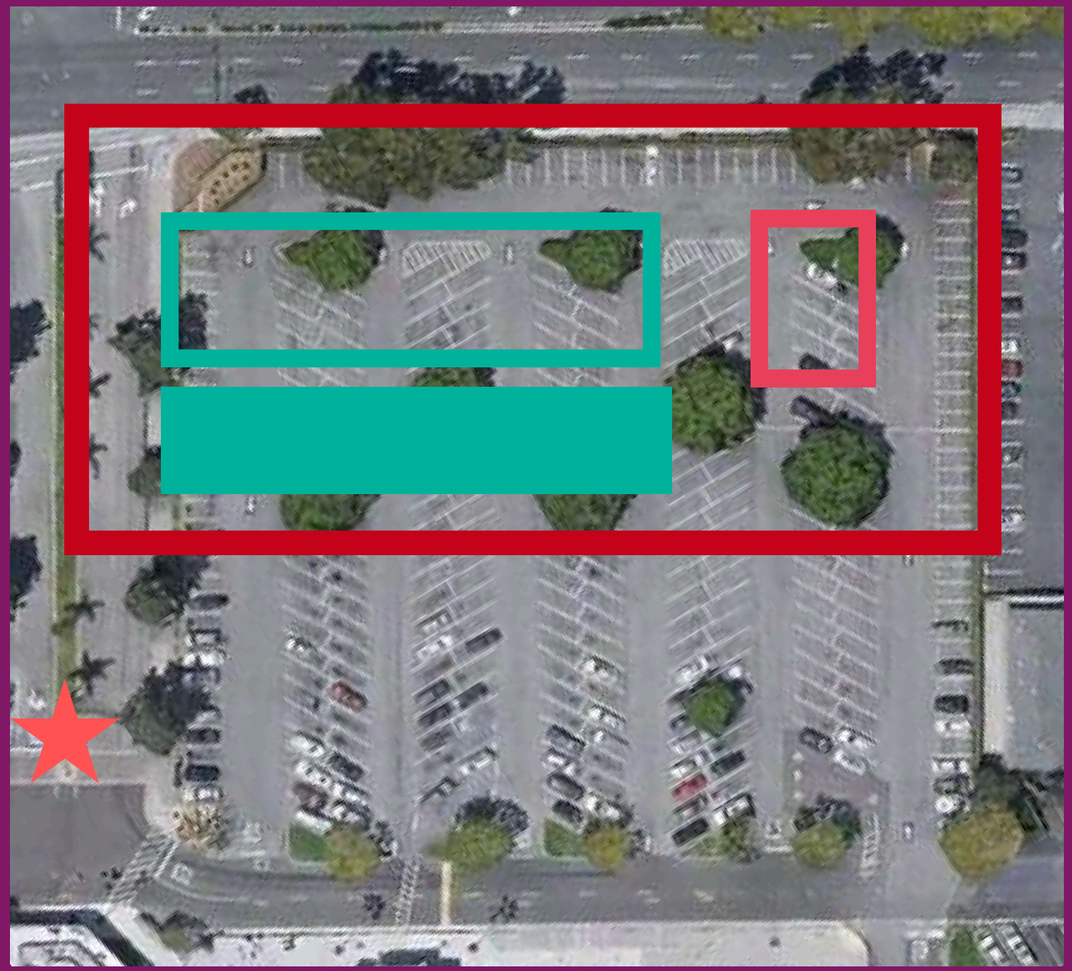
TOTAL:

$5,400.00

Soccer clinics

Name	Descripción	ITEMIZED Price
2 nets	• 12 x 6ft soccer goal	**$400**
Soccer field delimitation		**$5,000**

Food court & beer garden



- Picnic tables
- Round cocktail table
- Cocktail stool
- Estate Bar
- Back Bar
- TV
- Green walls

TOTAL:

$11,835.00

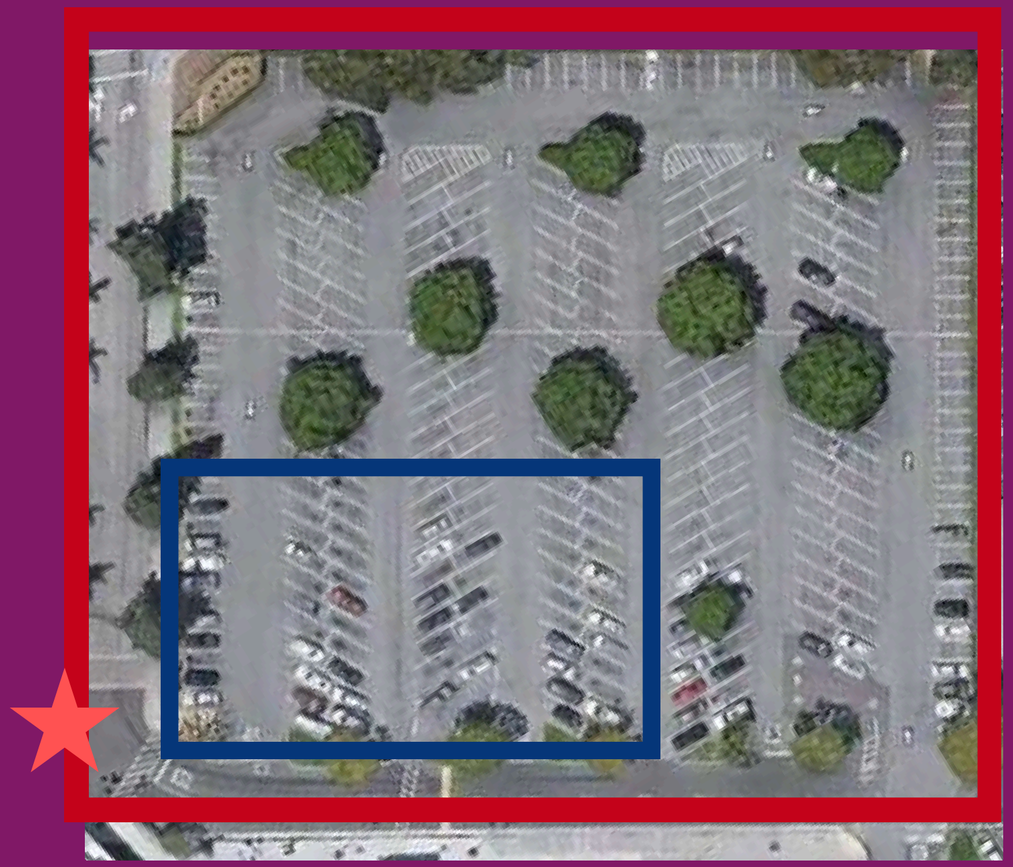
Food court

Name	Descripción	ITEMIZED Price
14 Picnic tables with 2 detached benches	• Rustic picnic table with 2 detached benches • Table: 6 feet long, 26″ wide and 29″ high • Benches: 6 feet long, 15″ wide • and 18″ high.	**$1,900.00**
15 Umbrellas	• 9' Market Umbrella and 50 Lb. Market Umbrella Stand	**$1,200**

Beer garden

Name	Descripción	ITEMIZED Price
10 round cocktail table	• (30"W x 42"H) with tablecloths.	**$335.00**
20 high cocktail stool	• High cocktail stool for standing tables.	**$400.00**
Estate Bar	• Natural wood 72"W x 24" D x 43"H, Shelf Height 21.5"	**$600.00**
Back Bar	• Glass/Metal caramel back bar	**$600.00**
40 Green wall double-sided	• Hedge Panel, (4' x 40"H)	**$5,000.00**
TV 82"	• 4K Smart TV with Stand	**$1,500.00**
Beer Garden experience	• Be Social Productions will provide and coordinate an approved and fully licensed vendor authorized to operate the beer garden area, including alcohol sales, with the potential to generate revenue for the City.	**$300.00**

Fun zone



- DJ
- Photobooth
- Inflatable games
- Foosball tables

TOTAL:

$4,500.00

Fun zone

Name	Descripción	ITEMIZED Price
DJ	• 13 hours • 1 controller • 1 laptop for music • 1 Microphone for announcements • 4 power speakers • 1 black canopy for shade. • **Includes:** extension cord and the proper tape or cable protector ramp, to ensure no cables can become a hazard.	**$2,000.00**
Inflatable games	• 4 Interactive and decorative soccer-themed inflatables. Space required: 93' x 118'	**$2,000.00**
2 foosball tables	• A classic table soccer game designed for interactive entertainment	**$500.00**

Rentals

Name	Descripción	ITEMIZED Price
20 radios	• Walkie CP200 VHF • Antenna VHF Motorola • Battery • Walky 6Bay Charger CP200 • Pelican Case • Surveillance Headsets	**$400.00**
100 barricades	• 7ft barricades	**$3,000.00**
30 Extension cables	• 16/3 25 FT • Outdoor Extension Cord • Waterproof • Weatherproof & Flame Retardant	**$450.00**
5 Generators	• Coleman Powermate 6875	**$1,000.00**
Lighting	• Strobe Light w/base to illuminate food court, beer garden and activation zone	**$18,000.00**
30 pieces of poster support	• 22" x 28" • Twin pole bulletin • Sign holder	**$1,800.00**
12 A Frames	• Sign Holder Floor Stand • 22×28	**$1,320.00**

$25,970.00

Staff

Name	Descripción	ITEMIZED Price
17 set up staff	• 11 hours per staff	$7,854.00
15 on-site production staff	• 16 hours per staff	$13,440.00
5 on-site teardown staff	• 9 hours teardown staff	$1,890.00

$23,184.00

Promotion

Name	Descripción	ITEMIZED Price
Promotion	• Event creation at Eventbrite • Social Media paid adds	$2,500.00

$2,500.00

Printing

Name	Descripción	ITEMIZED Price
10 players cut out	• Corroplast Bord • Cut Out	**$2,500.00**
24 A Frames	• 24 printing AFrames posters • Full color • 24"x36"	**$840.00**
4 map of the event, 4 timeline program and 4 bus route	• 5'x8' • Full color	**$6,000.00**
60 Posters	• 5'x8' • Full color • 22"28"	**$390.00**
Step & repeat	• 10'x8' • Full color	**$1,100.00**
50 barricade covers	• Full color imprint on both sides of the barricade banner.	**$13,000.00**

$23,830.00

Logistics

Name	Descripción	ITEMIZED Price
BSP logistics	• Comprehensive event plan and critical path timeline • Strategic advisory & creative ideation • Vendor compliance • Manage staff and volunteers • Manage talent presentations • Source and manage vendors • Weekly coordination • Site walks • Requirements tracking • Event staging • Show calling & run-of-show • Real-time quality control • Tear down • Attendee engagement • Final recap deck • Feedback meeting • Creation and design of sponsorship and VIP packages	**$52,000.00**

$52,000.00

Pricing options

Pricing & Commercial Terms

- All-In Package (One contract, we handle everything)

Be Social Productions hires and pays all vendors per the approved plan.
Payment schedule: 50% at signing and 50% two weeks before the event.

The setup will be on Friday, June 19th, 2026, at 6:00 a.m.

Teardown will start after the last match finishes (11:30 p.m.).

$297,319.00

Inspiration board*

*Images are for reference only


FAN FEST
FIFA WORLD CUP 2026
FIFA
LOS ANGELES
FIFA
LOS ANGELES


ACTIVATIONS
SCORE TABLE
PHOTO
BOOTH
FIFA


SCHEDULE
SATURDAY, JUNE 6 12 PM - 7 PM
MONDAY, JUNE 8 3 PM - 9 PM
THURSDAY, JUNE 11 12 PM - 9 PM
FRIDAY, JUNE 12 12 PM - 9 PM
MONDAY, JUNE 15 12 PM - 8 PM
TUESDAY, JUNE 16 12 PM - 8 PM
SUNDAY, JUNE 21 12 PM - 8 PM
TUESDAY, JUNE 23 12 PM - 10 PM
SATURDAY, JUNE 27 12 PM - 8 PM
WEDNESDAY, JULY 1 12 PM - 8 PM
SATURDAY, JULY 4 12 PM - 8 PM
SUNDAY, JULY 5 12 PM - 8 PM


FIFA
LOS ANGELES


FIFA
LOS ANGELES
FIFA 2026
LOS ANGELES











*This image is for illustrative purposes only.

Terms & conditions

Terms & conditions

- **Event assumptions:** One-day event (14.5 hours) in the City of Downey, with 12–14 weeks of planning.
- **Roles & responsibilities:** Be Social Productions serves as the lead event producer and project manager, coordinating vendors, activations, timelines, and on-site execution in alignment with the City and FIFA brand standards.
- **Approvals & changes:** We will follow the layout and program approved by the City. Any added items (extra hours, new activations, larger quantities) will be quoted and approved in writing before we proceed.
- **Meetings & design rounds:** Includes the creative/ideation sessions and design rounds defined in the scope.
- **Permits & venue:** The City handles permits, venue use, and any required public safety staffing unless otherwise agreed in writing.
- **Insurance:** We will provide current insurance certificates and name the City on our policy as required.
- **Brand compliance:** All graphics will follow FIFA 26 brand guidelines and City requirements. Timely reviews/approvals are needed to keep the schedule on track.
- **Use of materials:** Creative materials we produce may be used by the City to promote this event. For future or different uses, please contact us.
- **Final report:** After the event, we will deliver a summary with key metrics, selected photos/video, and recommendations.
- **Cancellation or rescheduling:** If the City cancels, the City covers work completed and committed costs up to that date. If rescheduled, payments move to the new date (subject to availability and any cost differences).
- Events outside anyone's control: For severe weather or emergencies, we will work with the City to adapt or reschedule.

Terms & conditions

- **Security & crowd management:** Public safety staffing, crowd control, and law enforcement requirements will be determined and provided by the City unless otherwise agreed in writing. BSP will coordinate operational needs and layouts accordingly.
- **Utilities & infrastructure:** Power, internet, water, and other site utilities will be provided by the City or the venue unless otherwise specified in the approved scope.
- **Sponsors & activations:** Any sponsor activations, brand integrations, or third-party participation must be reviewed and approved by the City and comply with FIFA 26 commercial and exclusivity guidelines.
- **Data & privacy:** Any data collected during the event will be handled in compliance with applicable privacy regulations. BSP will only collect data as approved by the City and for event reporting purposes.
- **Volunteers:** City staff will provide contacts for Be Social Productions to reach out and coordinate and manage volunteers during set-up, during event and break-down. City will ask all volunteers to sign a liability waiver.
- **Force majeure:** Neither party will be liable for delays or failure to perform due to events beyond reasonable control, including but not limited to severe weather, public health emergencies, acts of government, or safety concerns. The parties will work in good faith to modify, postpone, or reschedule the event.
- **Out of scope:** Items not explicitly listed in the approved scope (including additional activations, extended hours, increased quantities, or added days) are not included and require written approval and a revised quote.

This Fan Fest is designed to align with official FIFA World Cup 26 fan engagement standards while being locally delivered in partnership with the City of Downey.

Terms & conditions

This Fan Fest is designed to align with official FIFA World Cup 26 fan engagement standards while being locally delivered in partnership with the City of Downey.

Sponsorship development and administration terms

In addition to the Event Production Fee of $300,000, sponsorship development and administration services shall be treated as a separate and independent service, subject to the following terms:

Sponsor procurement by Be Social Productions

- For each new sponsor directly identified, introduced, negotiated, and secured by Be Social Productions, the City of Downey agrees to a commission equal to 10% of the total gross sponsorship amount committed by such sponsor.

Sponsorship development and administration terms

Payment Structure

- All sponsorship funds secured by Be Social Productions shall be paid directly by the sponsoring entity to the City.
- Upon receipt of sponsorship funds, City shall remit a commission to Be Social in the amount of 10% in accordance with the Be Social's written instructions.

City-Sourced Sponsors

- Sponsors independently sourced, introduced, or secured by the City of Downey shall not be subject to any commission. Servicing, coordination, and on-site execution for such sponsors are included within the Event Production scope.

Separate Accounting

- All sponsorship commissions shall be accounted for separately from the Event Production Fee.

be social productions

Let's build a better future together!

Cecilia Zavala G.
Founder & CEO

+1-310-902-2895
cecilia@besocialproductions.com
9100 Wilshire Blvd. Suite 725 E
Beverly Hills, CA 90212

Follow us

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EXHIBIT "B"
SCHEDULE OF SERVICES

Be Social Productions will meet with City staff regularly at the City's request leading up to the Fan Zone event. This will include routine meetings and site visits prior, during and after the event (to conduct recap).

The following timeframe applies specifically to the set-up, during event and breakdown:

Event Time frame

Thursday, June 18th, 2026

7:00 a.m.: Be Social Productions' team arrival on site
7:00 a.m.: Vendors will start to arrive: Stage and screen ONLY.
7:00 p.m.: Reviewing final details on the screen and stage.
11:00 p.m.: End of setup.

Friday, June 19th, 2026

8:30 a.m.: Be Social Productions' team's arrival at the site
12:00 p.m.: Vendors will start to arrive: Stage and screen, rentals, branded materials, activations, etc.
6:00 p.m.: Technical rehearsal of video and sound on the stage screen
7:00 p.m.: Reviewing final details on the setup.
11:00 p.m.: End of setup.

Saturday, June 20th, 2026

6:00 a.m.: Be Social Productions' team will arrive on site
7:10 a.m.: Staff and volunteers' arrival
8:30 a.m.: Open doors to the public
9:25 a.m.: Invite the attendees to come near the stage
9:45 a.m.: Opening ceremony with Downey Council
9:55 a.m.: Invite the attendees to watch the match
10:00 a.m.: Start of the Netherlands vs. UEFA Playoff B (Group F)
12:00 p.m.: Finish of the Netherlands vs. UEFA Playoff B (Group F)
12:00 p.m.: Activation on stage, presentation, etc.
12:55 p.m.: Invite the attendees to watch the match
1:00 p.m.: Start of the Germany vs. Ivory Coast (Group E)
3:00 p.m.: Finish of the Germany vs. Ivory Coast (Group E)
3:05 p.m.: Invite the attendees to go to the food court or the mall.

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Saturday, June 20th, 2026
7:00 p.m.: Start of the Ecuador vs. Curaçao (Group E)
9:00 p.m.: Ecuador vs. Curaçao ends.(Group E)
9:00 p.m.: Start of the Tunisia vs. Japan (Group F)
11:00 p.m.: Tunisia vs. Japan ends (Group F)
11:05 p.m.: Breakdown starts

Sunday, June 21st, 2026
7:00 a.m.: Breakdown finishes

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EXHIBIT "C"
COMPENSATION

Pricing is comprehensive, or “All-Inclusive”, and includes all items described in the proposal

Be Social Productions shall hire and pay all vendors.

Payment schedule: 50% at signing and 50% two weeks before the event.

The total compensation shall not exceed **$300,000.00.**

Item No. 6.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JASON CHACON, DIRECTOR OF PARKS & RECREATION**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**APPROVAL OF REIMBURSEMENT AGREEMENT WITH THE DOWNEY KIWANIS FOUNDATION FOR PLAYGROUND RENOVATIONS AT RIO SAN GABRIEL PARK**

EXECUTIVE SUMMARY

The City Council will consider approving a reimbursement agreement with the Downey Kiwanis Foundation for $300,000 over four years, to support the new playground at Rio San Gabriel Park. The playground project was previously approved by the City Council in June of 2023 and has already been purchased using City funds. The proposed reimbursement agreement allows the foundation's contribution to be applied retroactively, reimbursing the City for a portion of the costs already incurred for the playground renovation.

RECOMMENDATION

That the City Council:

> Authorize the City Manager to execute a Reimbursement Agreement with the Downey Kiwanis Foundation for $300,000, over four years, for the playground renovation project at Rio San Gabriel Park.

BACKGROUND

The Downey Kiwanis Foundation is a California nonprofit public benefit corporation with a long history of supporting youth, education, and community enhancement projects within the City of Downey. Consistent with its charitable mission, the Foundation expressed its desire to financially support the Rio San Gabriel Park playground project as a benefit to children and families in the community.

Rio San Gabriel Park, located at 9612 Ardine Street, is a City-owned public park that includes a playground area serving local families and children. On June 13, 2023, the City Council approved the purchase of new playground equipment and related improvements for Rio San Gabriel Park. The approved scope included the purchase and installation of new, modern play structures, safety surfacing, and associated site amenities. The City entered into contracts directly with vendors for the procurement and installation of the playground, and all project costs were paid by the City at that time.

ANALYSIS

The proposed Reimbursement Agreement formalizes the Foundation's commitment to donate a total of $300,000 to the City to offset a portion of the playground project costs. While the playground project has already been approved by the City Council and paid for by the City through Special Revenue Funds (Grant Funding), the agreement allows the Foundation's contribution to reimburse the City retroactively for eligible project expenses.

Under the terms of the agreement:

- The City retains full ownership, control, and responsibility for the playground equipment and improvements.
- The Foundation's total contribution is capped at $300,000, and any project costs exceeding this amount remain the responsibility of the City.
- The Foundation's donation will be paid over a four-year period in equal annual installments of $75,000.
- In recognition of the Foundation's contribution, the playground project includes signage acknowledging the Downey Kiwanis Foundation, consistent with previously approved project specifications.

The agreement reflects a collaborative partnership between the City and a local nonprofit organization and provides meaningful financial support for a project that enhances recreational opportunities and quality of life for Downey residents.

CITY COUNCIL PRIORITIES

Quality of Life, Neighborhood & Infrastructure
Efficiency & Adaptability
Fiscal Responsibility

FISCAL IMPACT

Approval of the recommended action will result in an estimated revenue increase in the amount of $75,000 annually over four years or $300,000, within the CIP Grant Fund 26-6920-0520. There is no new or additional expenditures required as a result of this action.

Attachments

Attachment A - Downey Kiwanis Reimbursement Agreement.pdf

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REIMBURSEMENT AGREEEMENT BY AND BETWEEN THE CITY OF DOWNEY AND THE DOWNEY KIWANIS FOUNDATION

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the 24th day of February, 2026 by and between the CITY OF DOWNEY ("City"), a California municipal corporation and charter city, and the DOWNEY KIWANIS FOUNDATION (“Foundation”), a California Nonprofit Public Benefit Corporation. City and Foundation are collectively referred to herein as the “Parties”.

I. RECITALS

A. City currently owns and operates Rio San Gabriel Park, a public park located at 9612 Ardine St, Downey, CA. At Rio San Gabriel Park, the City operates a playground area for children (“Rio San Gabriel Park playground”).

B. City desires to purchase and install new play equipment for the Rio San Gabriel Park playground in accordance with the Project specifications attached hereto as Exhibit A (the “Project”). The entire cost of the Project shall be borne by the City.

C. As part of its charitable purpose, Foundation wishes to assist City in the Project costs by donating to City in the amount of $300,000 to be paid to City over a four-year period.

D. The purpose of this Reimbursement Agreement is to set forth the terms and conditions of Foundation’s reimbursement to City for a portion of the Project costs.

E. Foundation understands that its promises and obligations as set forth in this Agreement were a material inducement for the City to proceed with the Project and City would not have entered into this Agreement without Foundation’s promises and obligations as set forth herein.

II. AGREEMENT

ln consideration of the foregoing recitals and for other good and valuable consideration, the Parties hereby agree as follows:

A. CITY’S OBLIGATIONS.

(1) To complete the Project, City will contract directly with the general contractors, sub-contractors, and/or vendors (collectively, “Contractors”) for the purchase, construction, and installation of the Project. The Project will be installed substantially in accordance with the specifications appearing in Exhibit A. City will solely manage the Project, making payments directly to the Contractors.

(2) City shall pay the total cost of the Project, and shall be reimbursed by Foundation for a portion of the Project cost as set forth in Paragraph B.

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(3) To acknowledge the Foundation's support for the project, City shall incorporate in the Project signage depicting the name of the Foundation and Foundation's official logo. The size, design and specifications of the Foundation name and logo have been approved by the Parties and are included in the Project Specifications attached hereto as Exhibit A. Foundation and City shall approve any change to the size, design and specification of the Foundation's name and logo.

(4) City shall retain ownership over the play equipment and other improvements made to the Rio San Gabriel Park playground. This Agreement shall not be construed as granting to Foundation any ownership or other rights in the play equipment and improvements resulting from the Project.

B. FOUNDATION'S OBLIGATIONS.

(1) Foundation shall reimburse City in the total amount of $300,000 for the Project in accordance with the following payment schedule:

• On or before May 15, 2026	$75,000
• On or before May 15, 2027	$75,000
• On or before May 15, 2028	$75,000
• On or before May 15, 2029	$75,000
TOTAL:	$300,000

(2) Each payment made by Foundation to City shall be made by check or money order made payable to the "City of Downey" and delivered to the Downey Finance Department located at 11111 Brookshire Avenue, Downey, CA 90241.

(3) The Foundation will be responsible for reimbursing City for Project costs in the amount of $300,000. The cost of the Project which exceeds $300,000 shall be borne by the City and Foundation shall have no obligation to reimburse the City for such additional costs.

C. INDEMNITY.

To the fullest extent permitted by law, City shall indemnify, hold harmless and defend Foundation, and any and all of its respective officers, directors, employees and agents from and against any and all claims, losses, costs or expenses, including attorneys' fees and costs, arising out of or in any way related to the alleged intentional, reckless, negligent or otherwise wrongful acts or omissions of City and City's officers, employees, servants, agents, contractors or subcontractors in the performance of the Project.

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D. NOTICES.

Any notices, bills, invoices or reports required by this Agreement shall be deemed received on: (1) the date if delivered by hand, facsimile or overnight courier service during Foundation's or City's regular business hours; or (2) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or such other addresses as the parties may, from time to time designate in writing):

TO CITY:	City of Downey 11111 Brookshire Avenue Downey, CA 90241 Attn: City Manager
With courtesy copy to:	City of Downey City Attorney's Office 11111 Brookshire Avenue Downey, CA 90241
TO FOUNDATION:	Kiwanis Foundation P.O. Box 793 Downey, CA 90241

E. BINDING EFFECT.

This Agreement shall be binding upon the parties hereto and their successors in interest.

F. ASSIGNMENT

(1) Foundation shall not assign, transfer, convey, pledge or otherwise dispose of its rights or obligations hereunder without prior written consent of City.

(2) The consent of City to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, City shall be satisfied by competent evidence that the assignee is financially able to perform those obligations proposed to be assigned.

(3) In the event of such assignment, City may condition the same so as to ensure compliance with the provisions of this Agreement.

(4) City's consent to one assignment shall not be deemed to constitute consent to future assignments. Foundation acknowledges that City's written consent must be first obtained prior to each assignment, transfer, conveyance, pledge or other disposition.

G. ENTIRETY OF AGREEMENT

This Agreement contains the entire Agreement of City and Foundation with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. Amendments or modifications to this Agreement shall be effective and binding only if made in writing and executed by

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both parties.

H. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of City and Foundation. No person or entity not a part of this Agreement is intended to be benefitted by any provision of this Agreement and no person or entity not a party to this Agreement shall have any rights, causes of action, or claims against either City or Foundation due to the fact either City and/or Foundation's entry into and performance or non-performance pursuant to this Agreement.

I. RELATIONSHIP BETWEEN THE PARTIES

City and Foundation agree that no party is intended to be or shall be construed as a partner, joint venture, alter ego, manager, controlling person or other business associate or participant of any kind of any other party and no party intends to ever assume such status.

J. REMEDIES FOR BREACH

Unless otherwise prohibited by law, the City shall have the right to seek all available legal and equitable remedies to enforce the terms of this Agreement.

K. ATTORNEYS' FEES.

In the event that any action or proceeding is instituted for the breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

L. VENUE.

In the event that suit shall be brought by either party to this Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

M. COUNTERPARTS.

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

N. INTERNAL INCONSISTENCIES.

If this Agreement contains any errors, inconsistencies with any attachments, ambiguities, or discrepancies, including typographical errors, Foundation shall request a clarification of those items by writing to the City Manager whose decision shall be binding upon the Parties.

O. CAPTIONS AND HEADNOTES.

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or

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describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the Parties hereto on the day and year first herein above written.

"CITY"
City of Downey

By: _____
Roger Bradley, City Manager

ATTEST:

_____
Maria Alicia Duarte, CMC
City Clerk

APPROVED AS TO FORM:

Signed by:
John M. Funk
2113120E28854FB...
John M. Funk
City Attorney

"FOUNDATION"
Downey Kiwanis Foundation

Signed by:
Carmen Vasquez
A13E06306C55400...
By: _____
Carmen Vasquez
President

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EXHIBIT A
PROJECT SPECIFICATIONS

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Proposal for

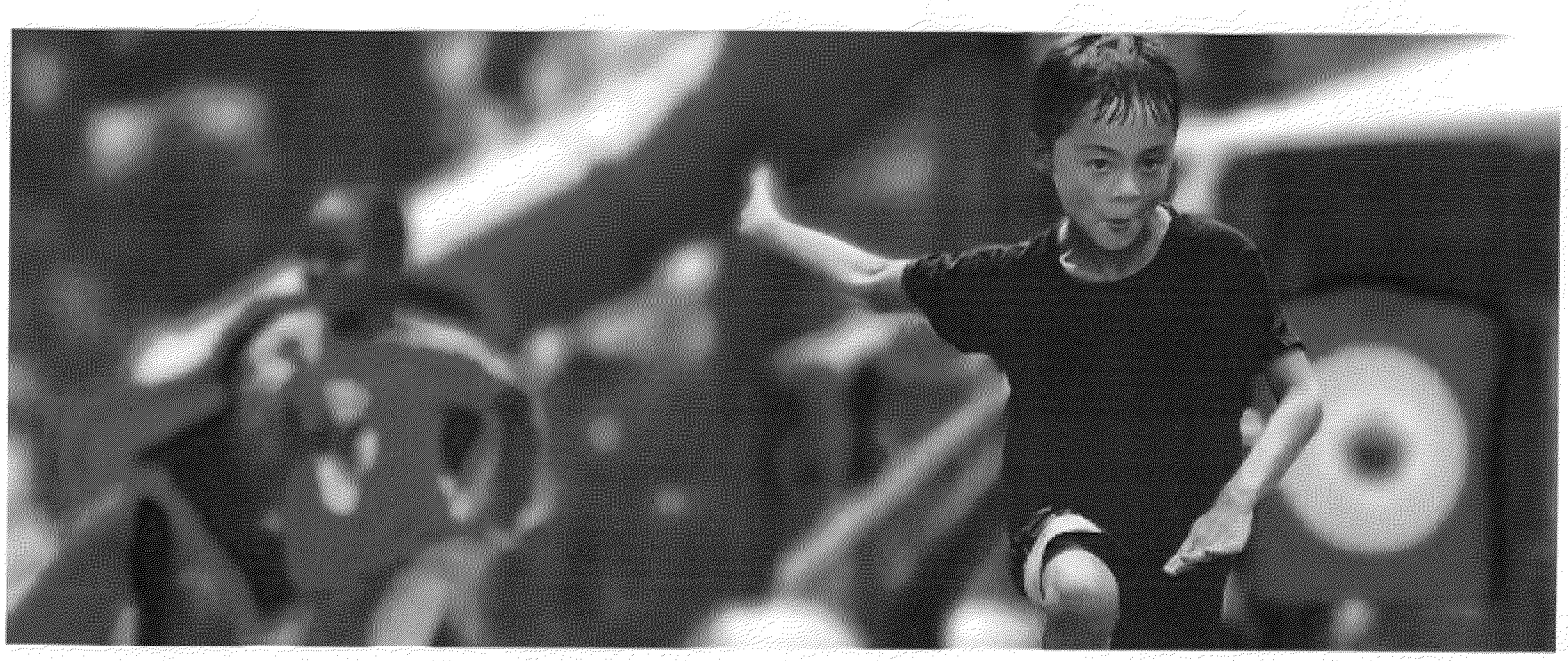
City of Downey

Prepared by

GREAT WESTERN RECREATION

03-21-2023
Job # 72346-01

Rio San Gabriel Park Playground and Fitness Option 5



GameTime
A PLAYCORE Company

805-910-5971 | www.gwpark.com

ATTACHMENT A

Docusign Envelope ID: 73E855E9-86DB-4472-BEE8-A4CF5628E924



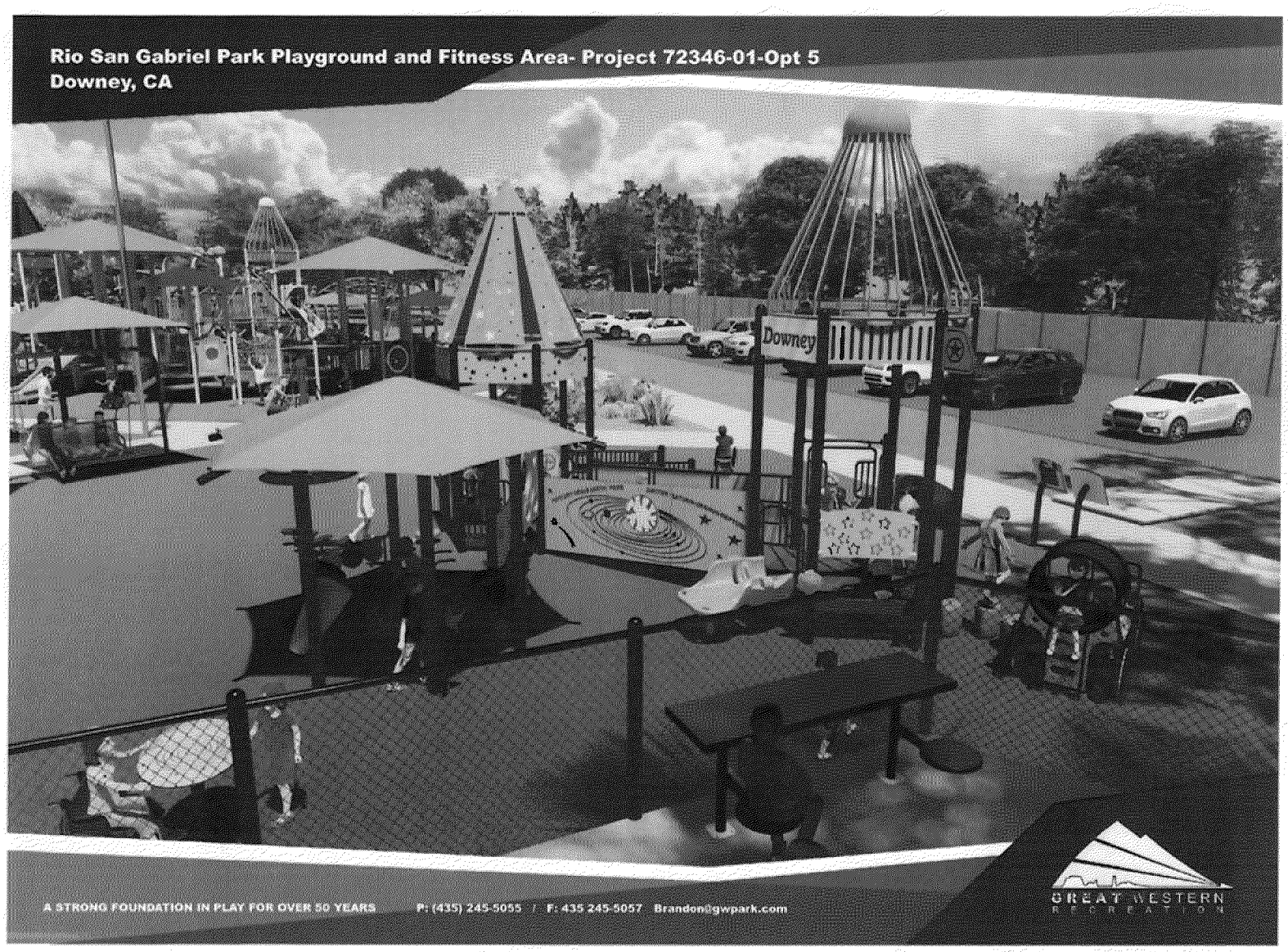
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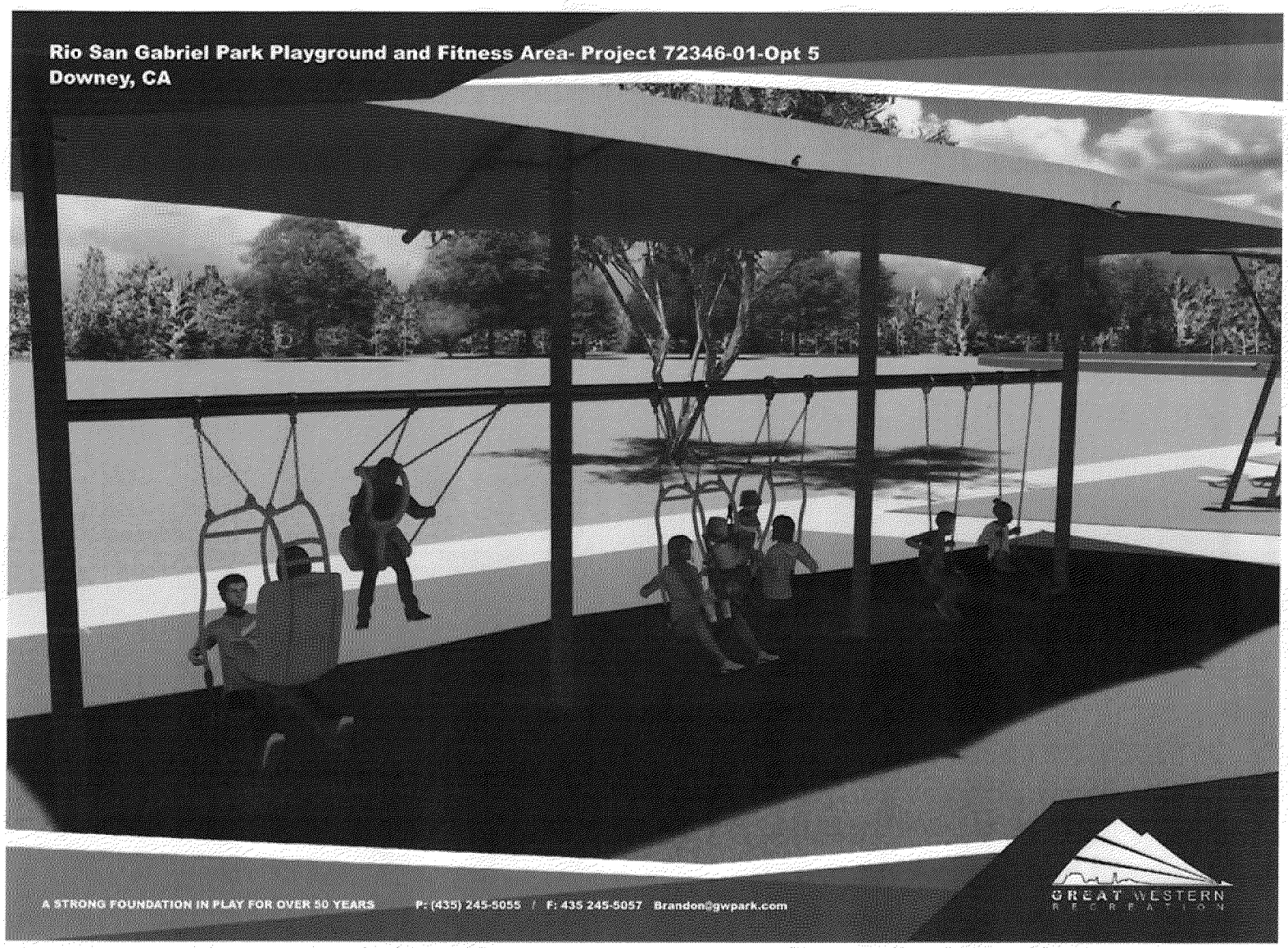
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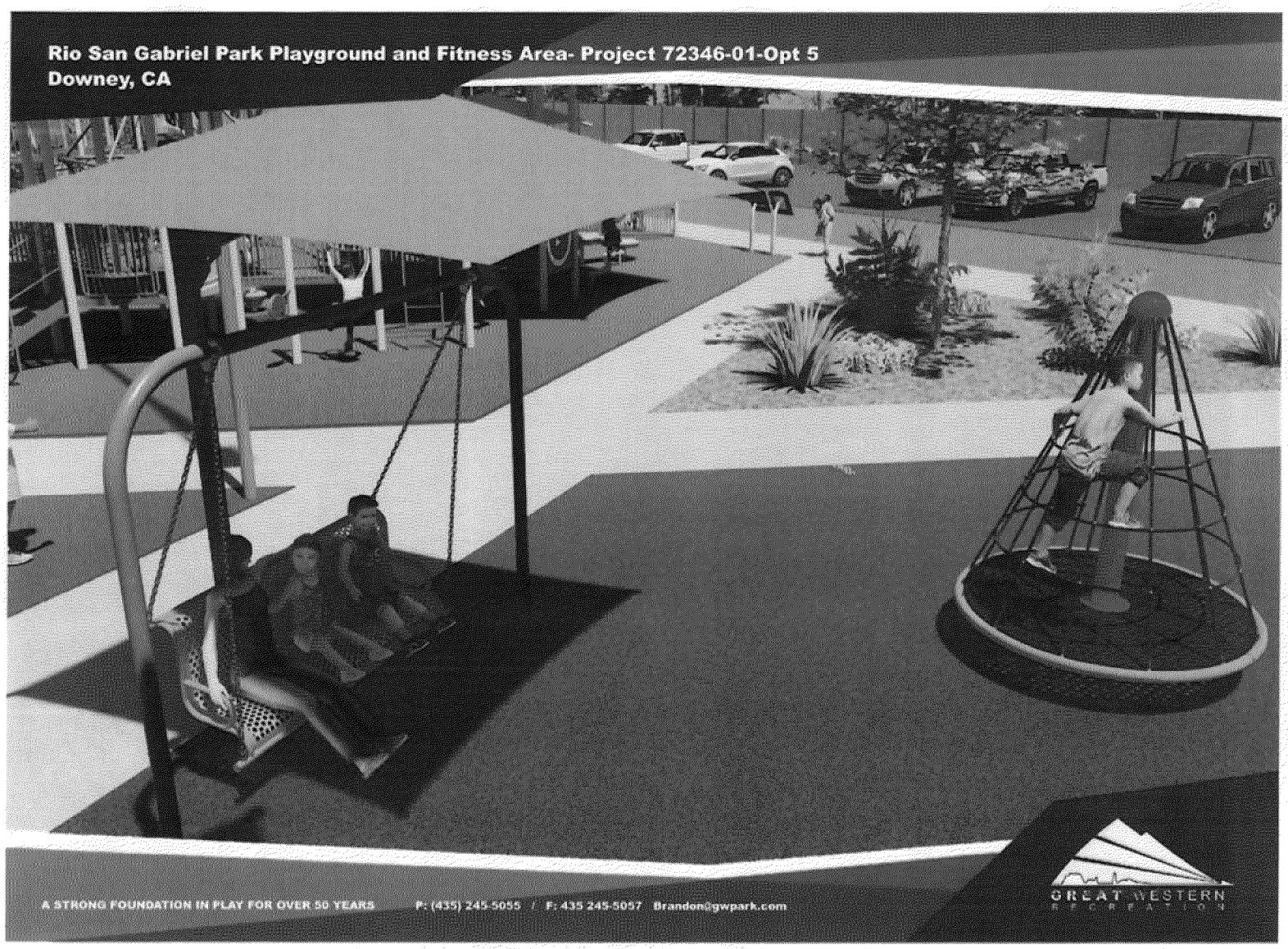
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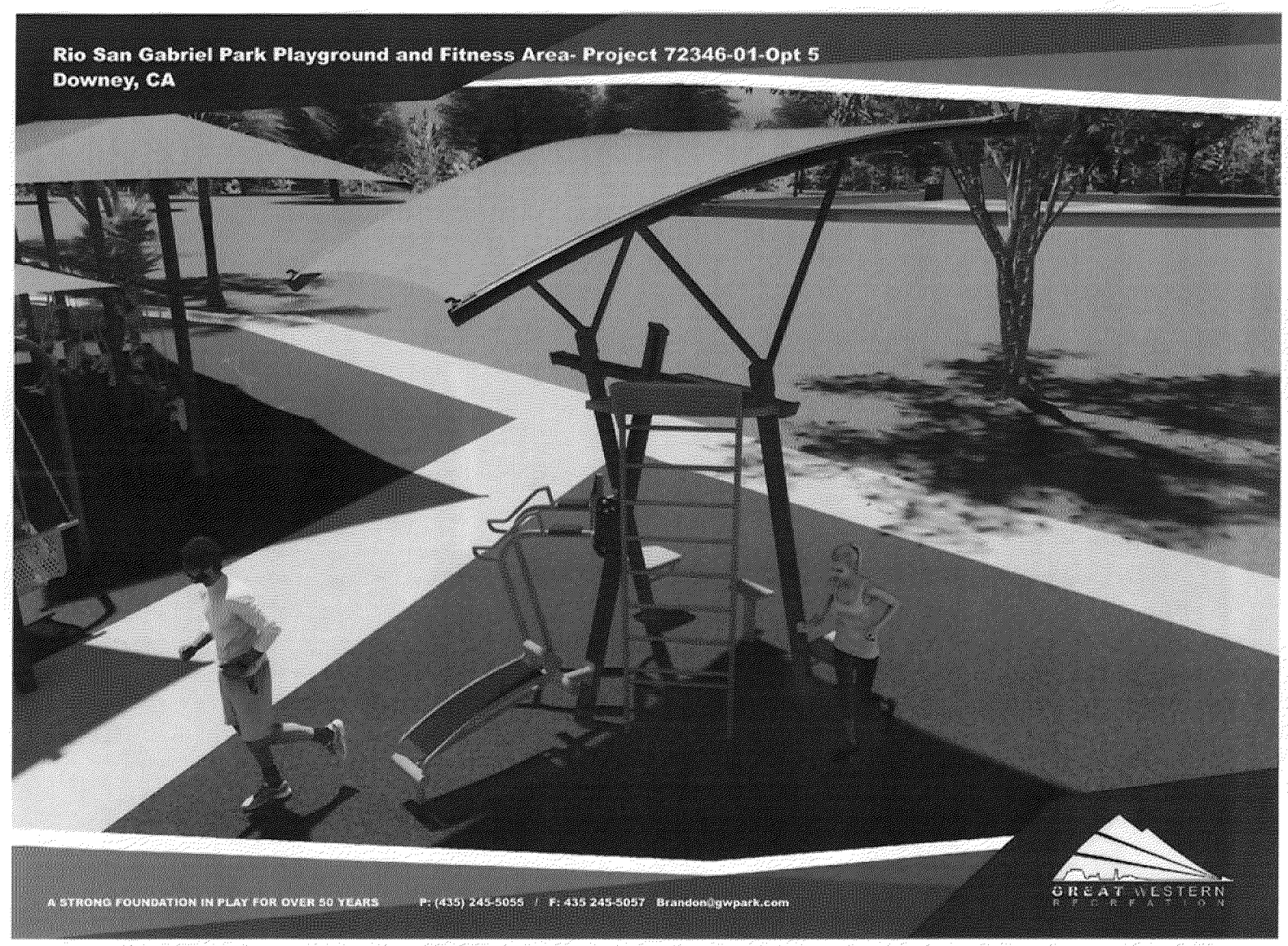
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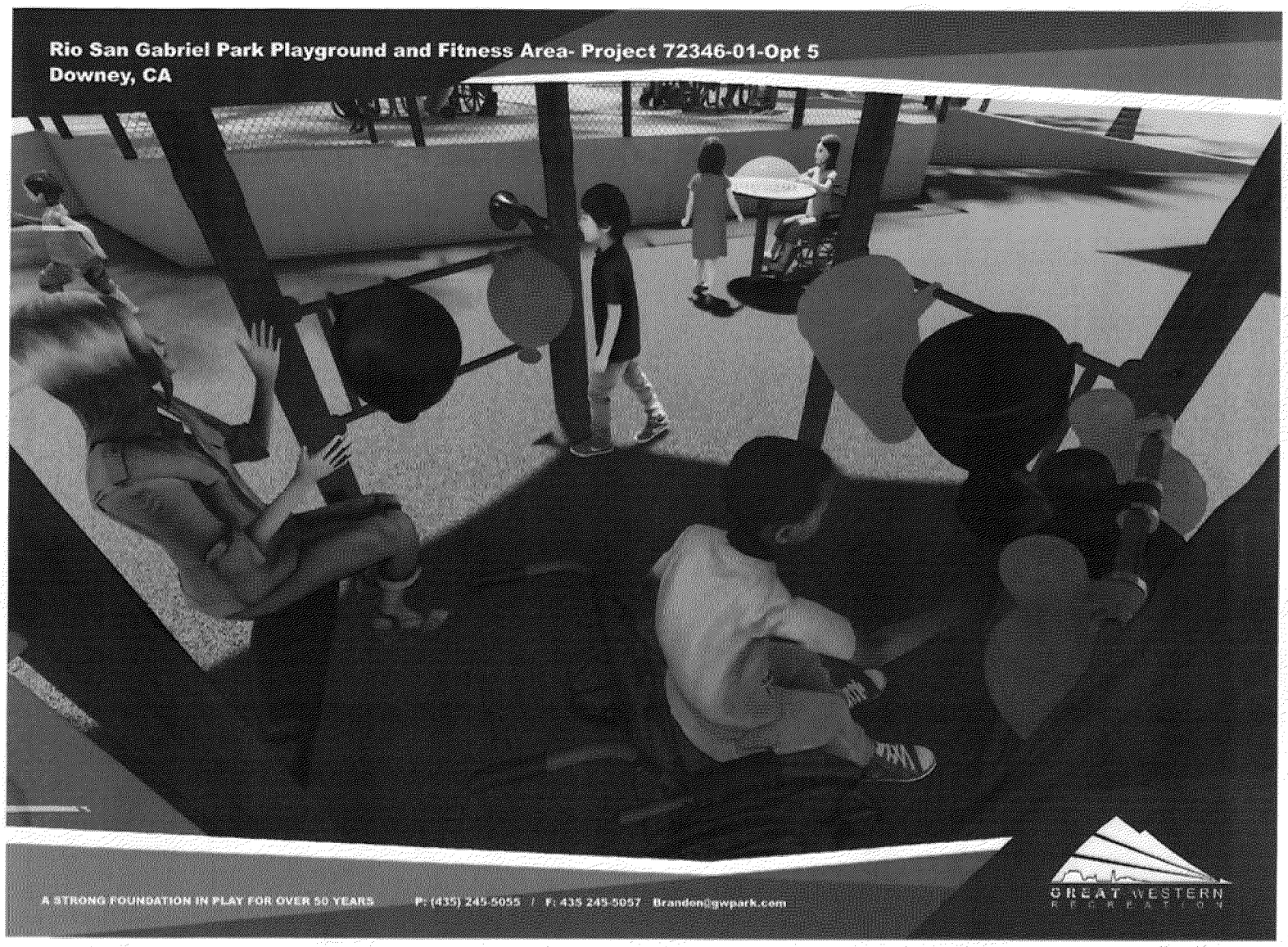
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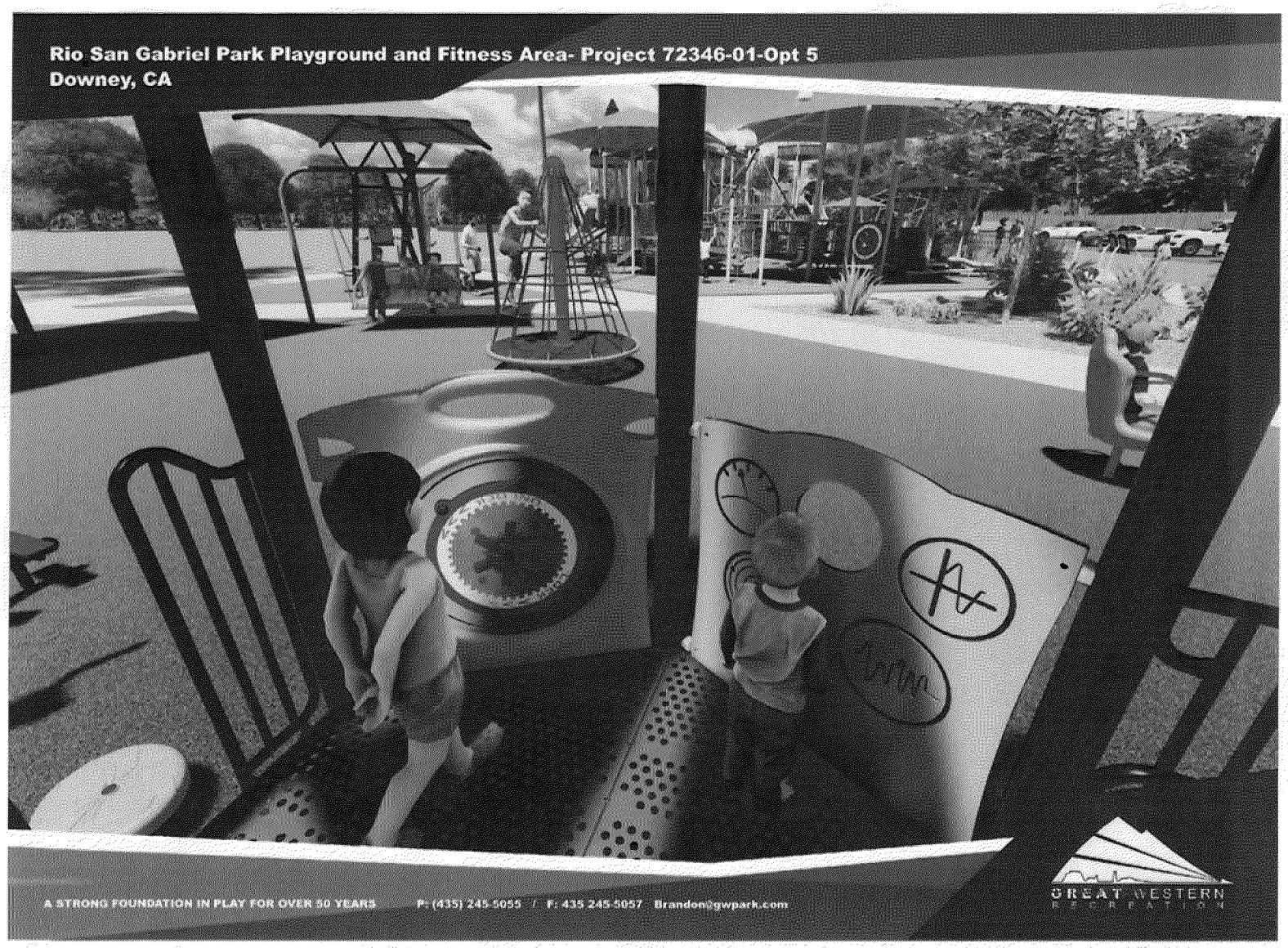
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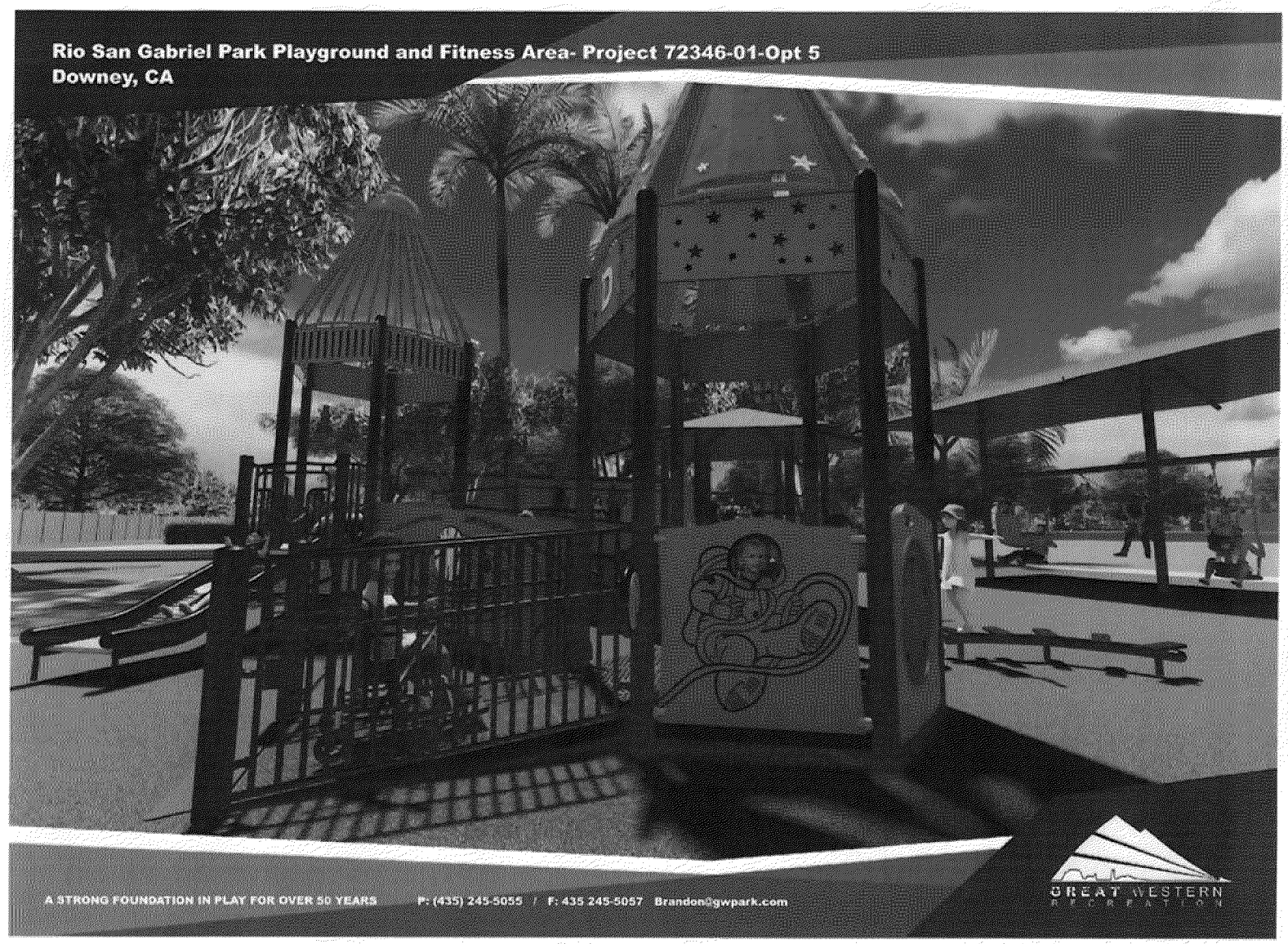
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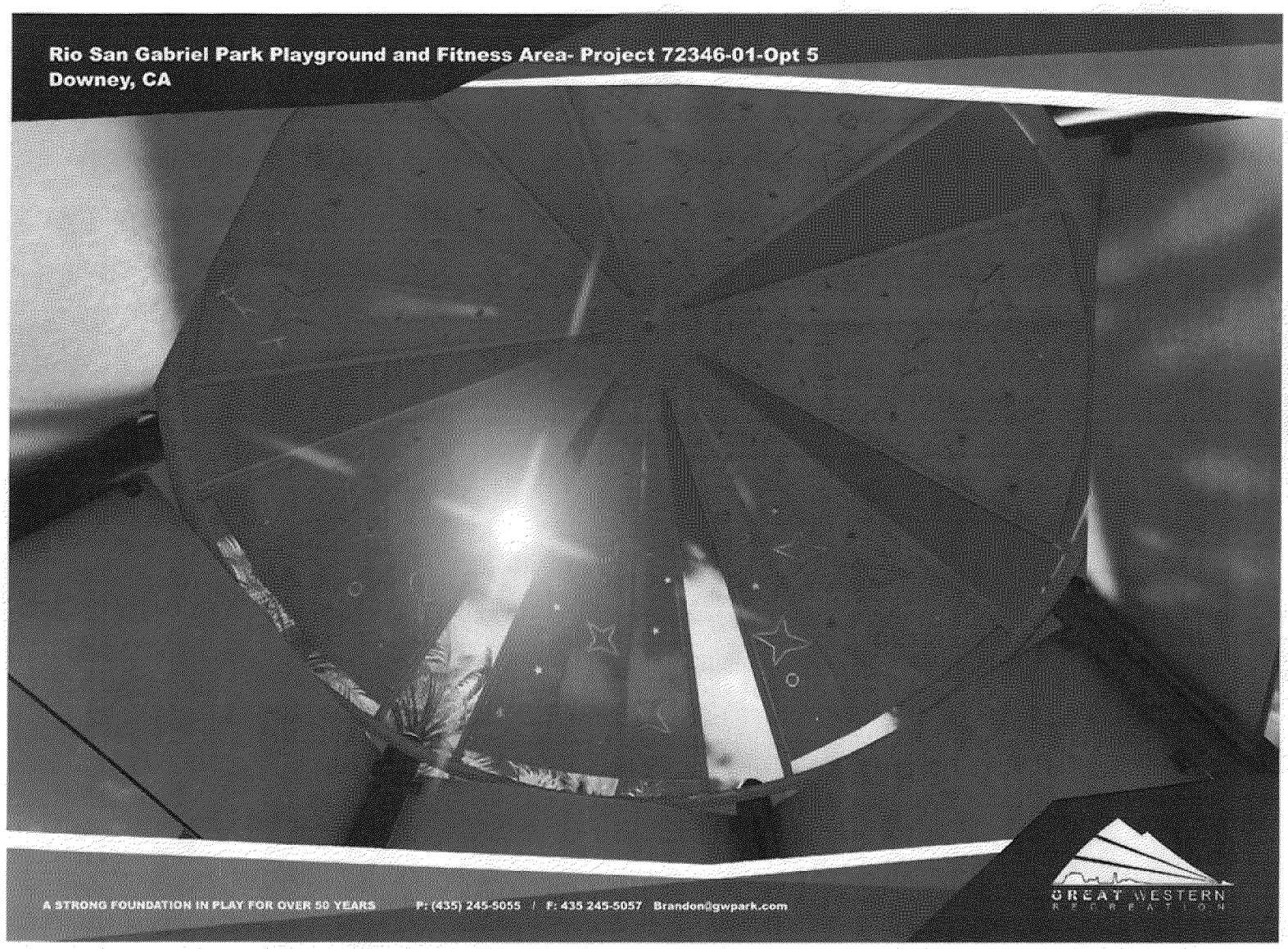
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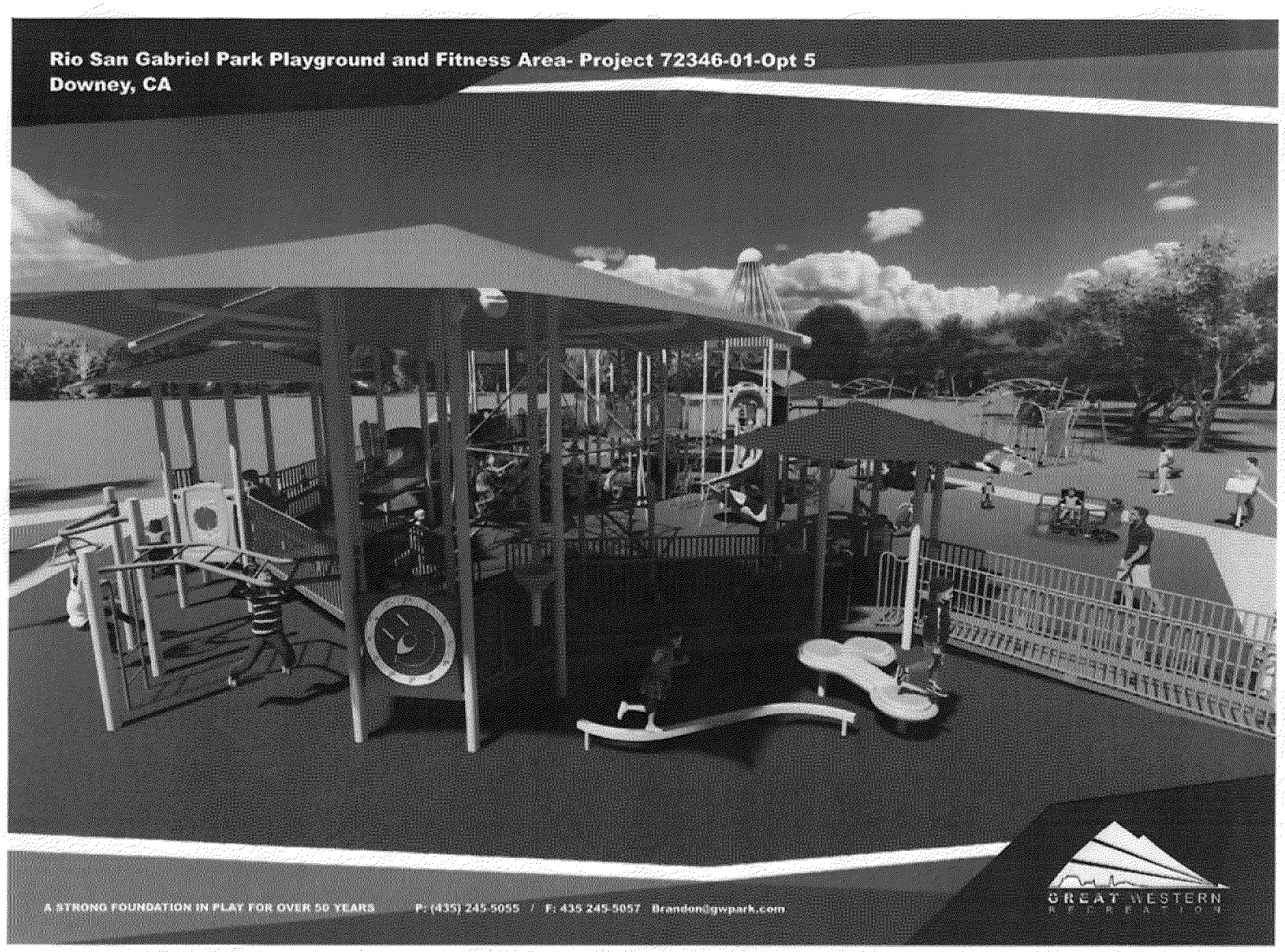
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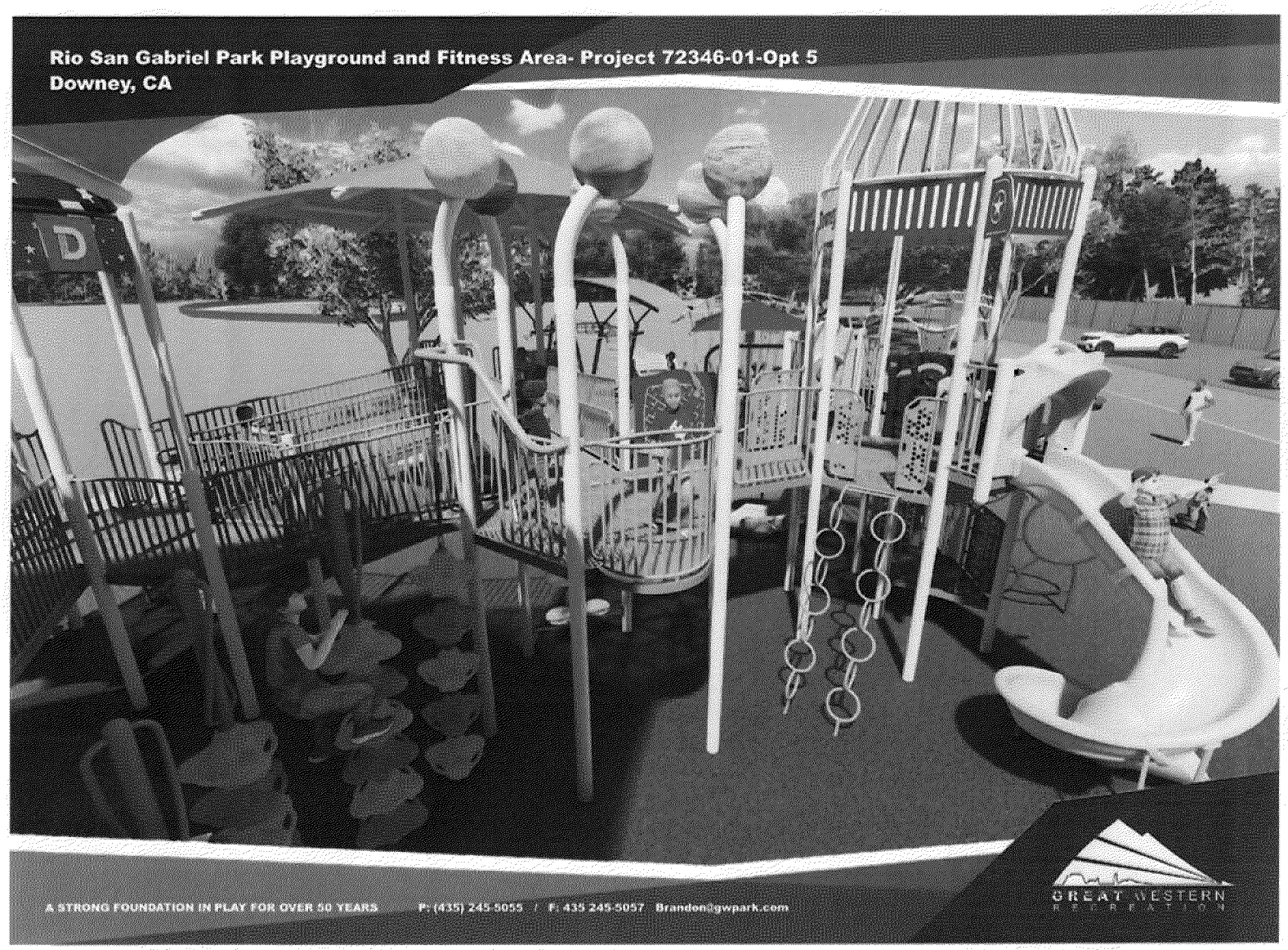
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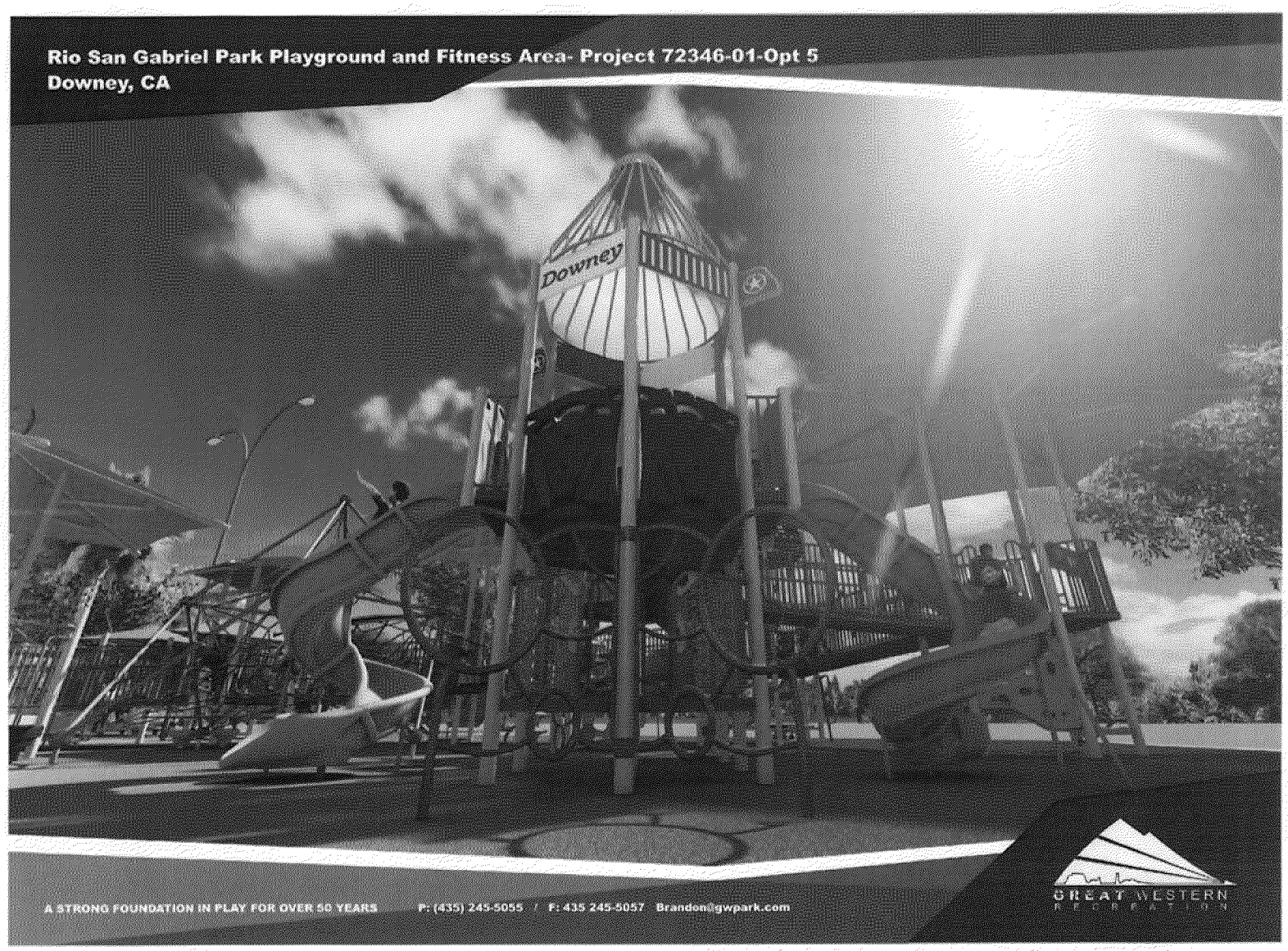
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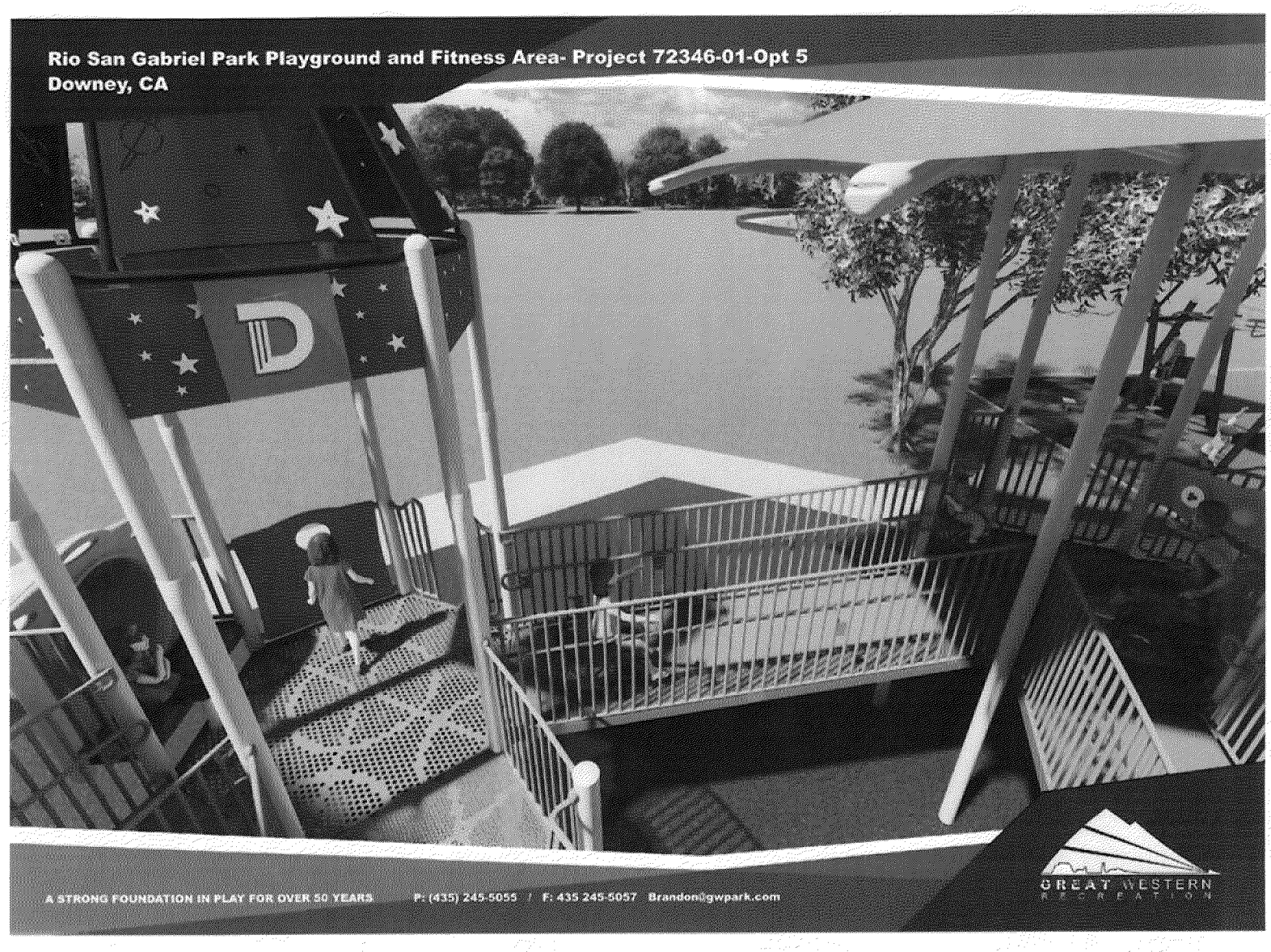
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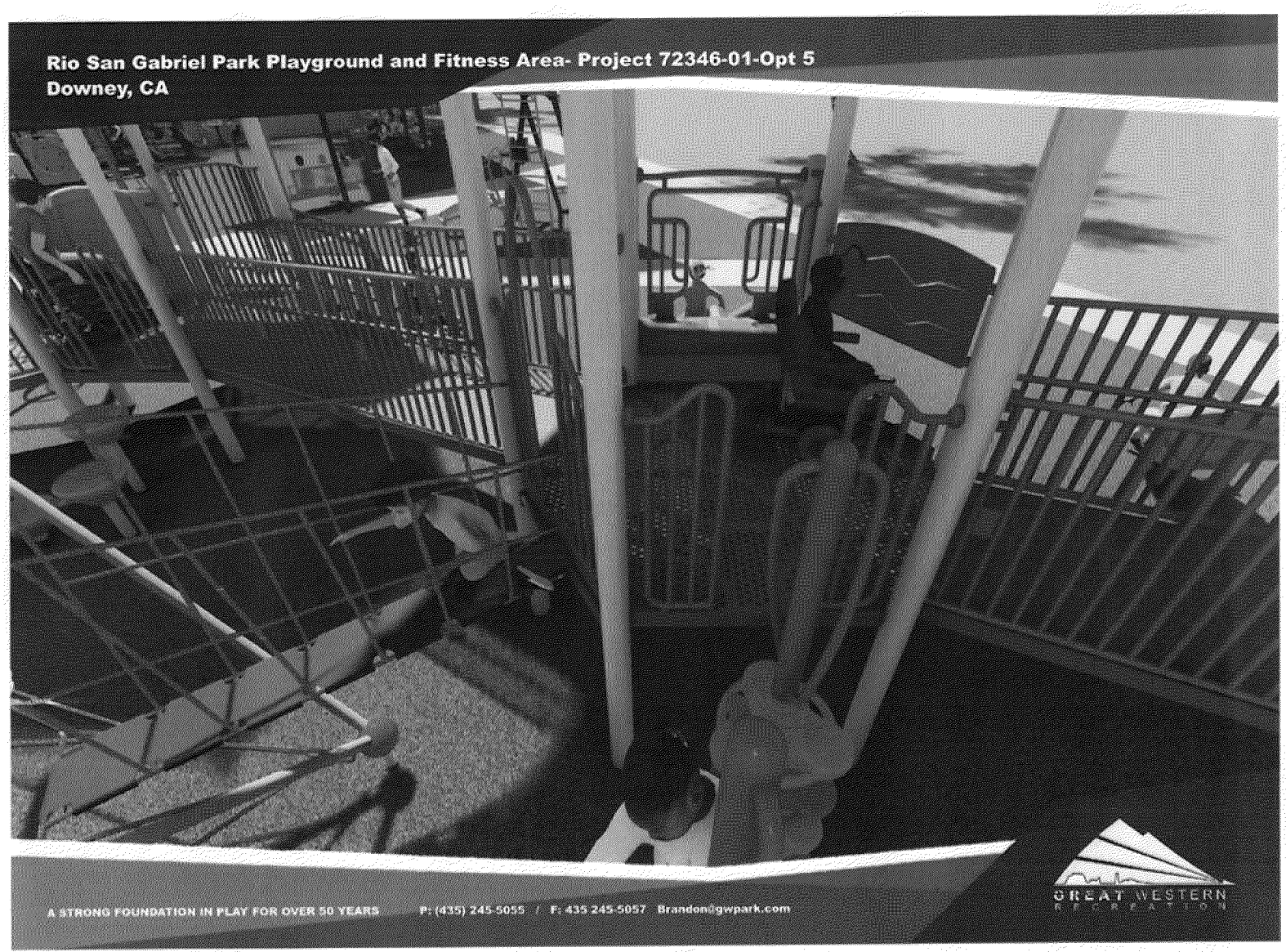
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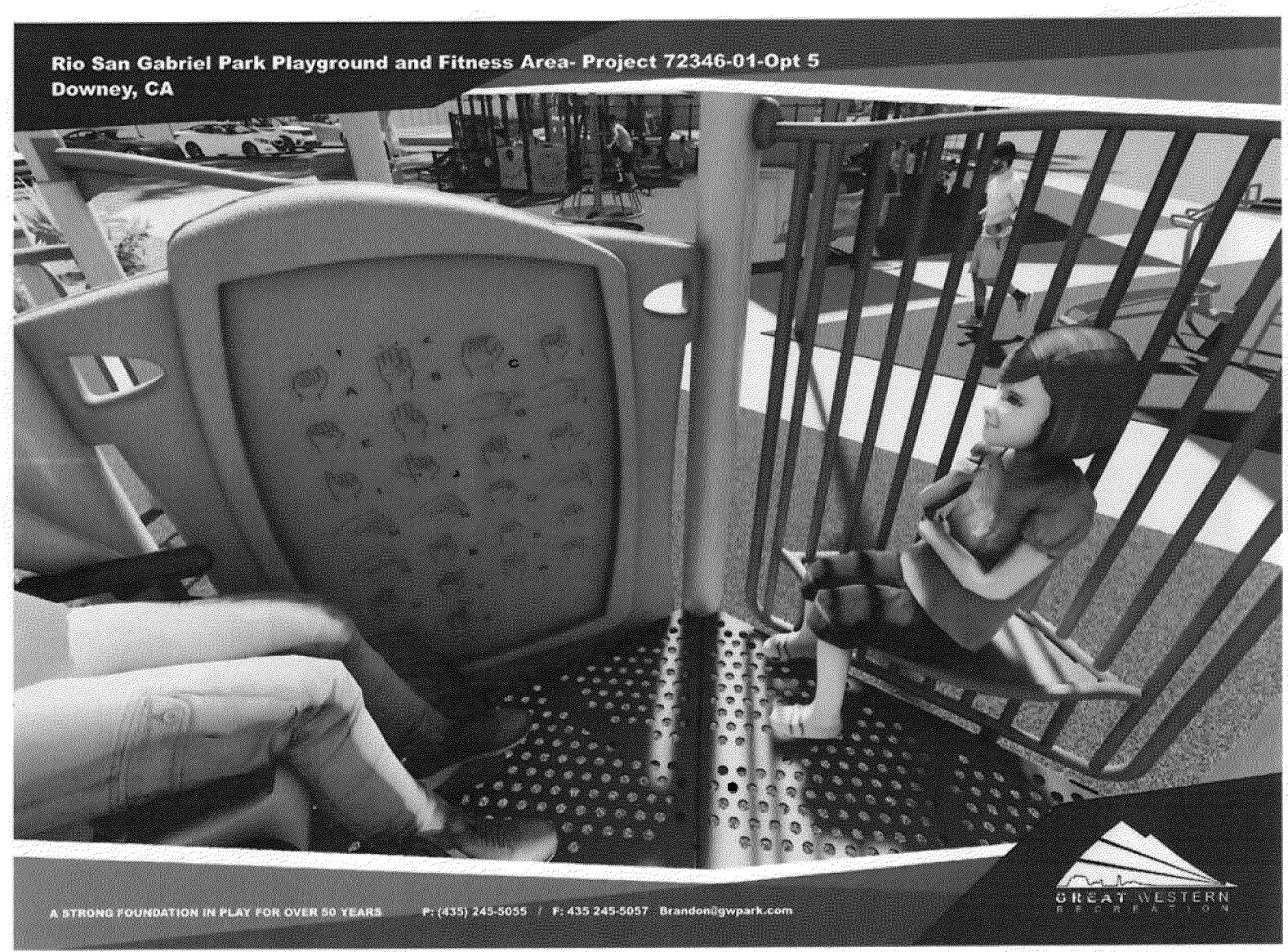
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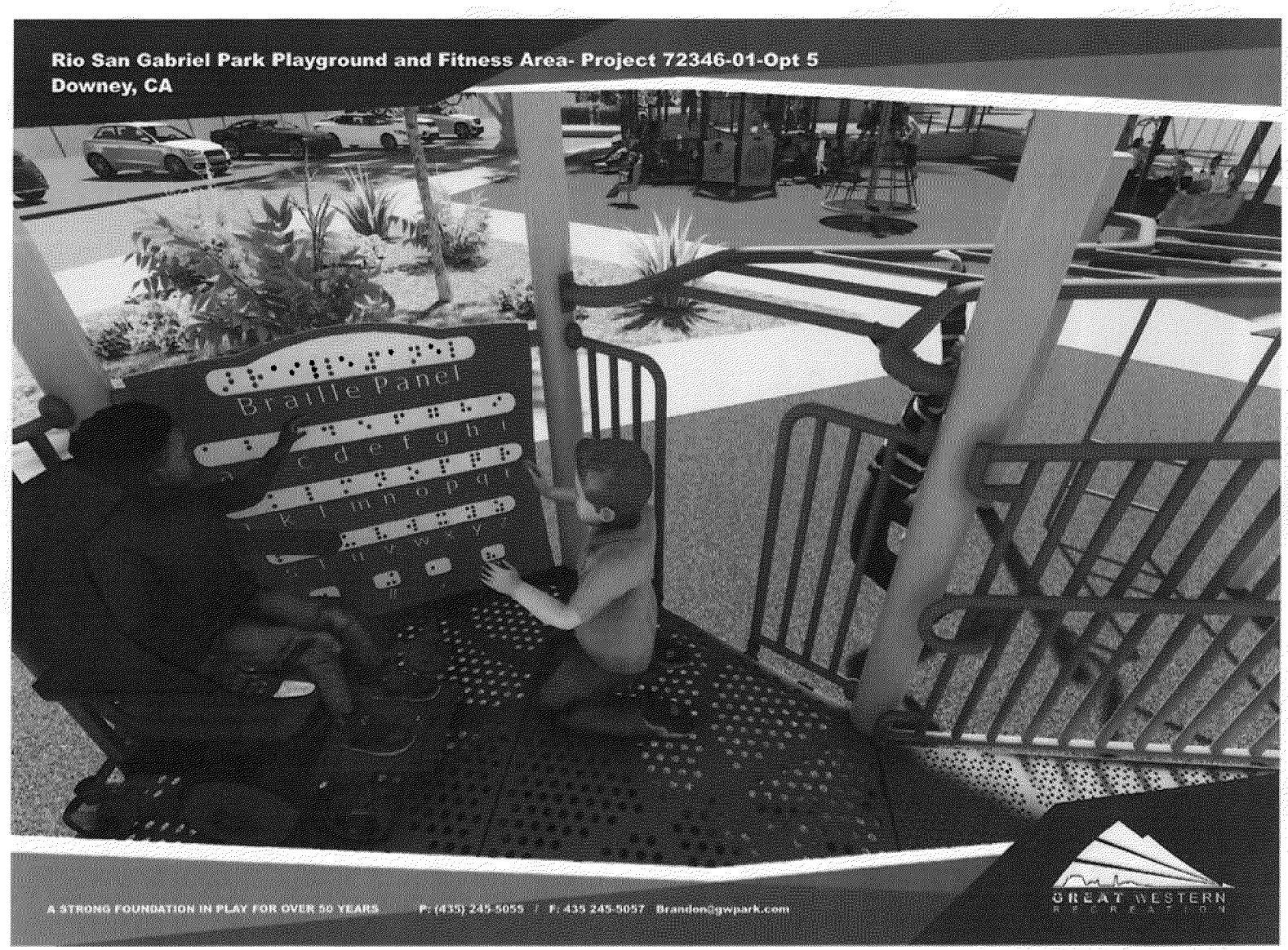
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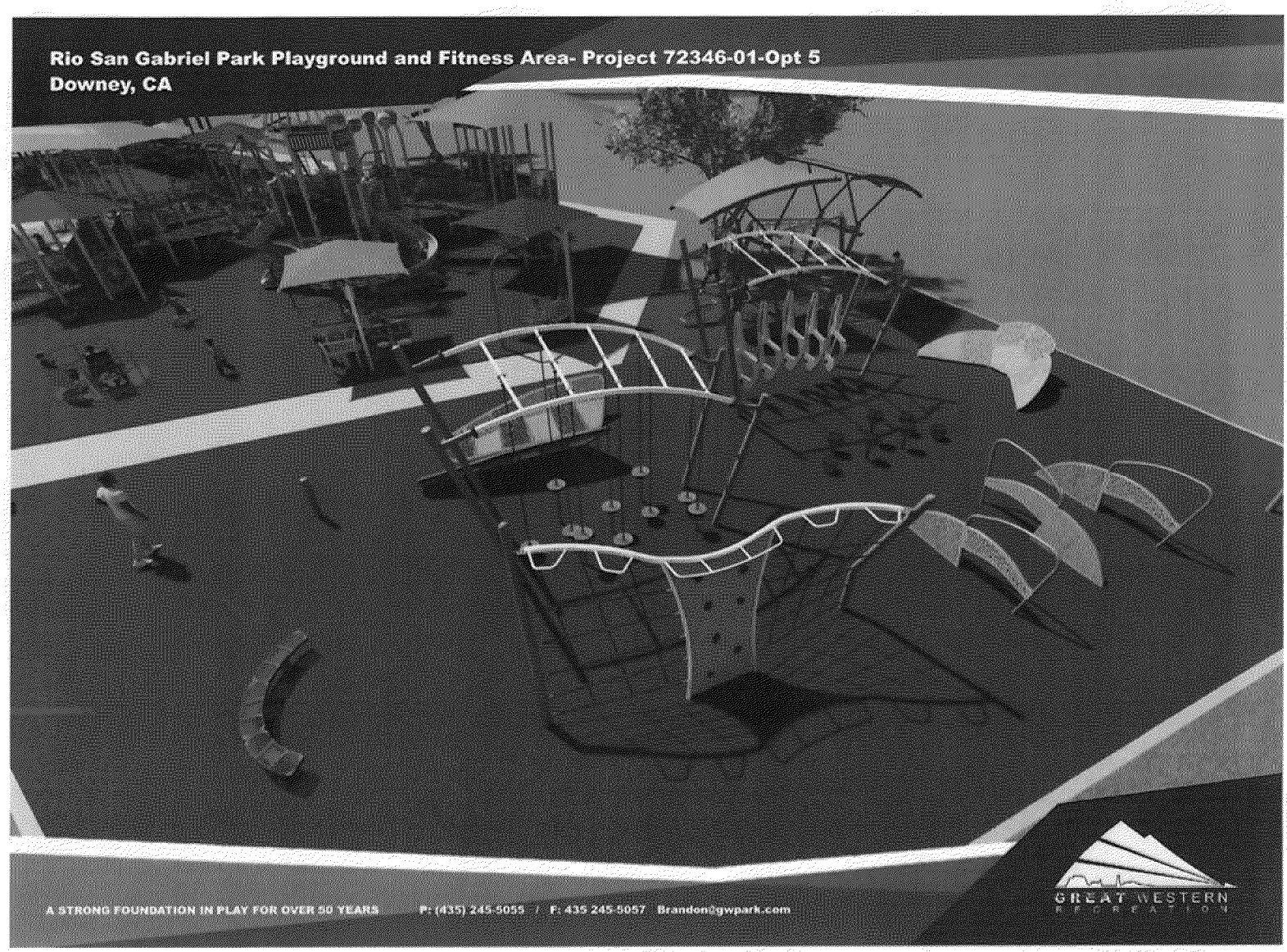
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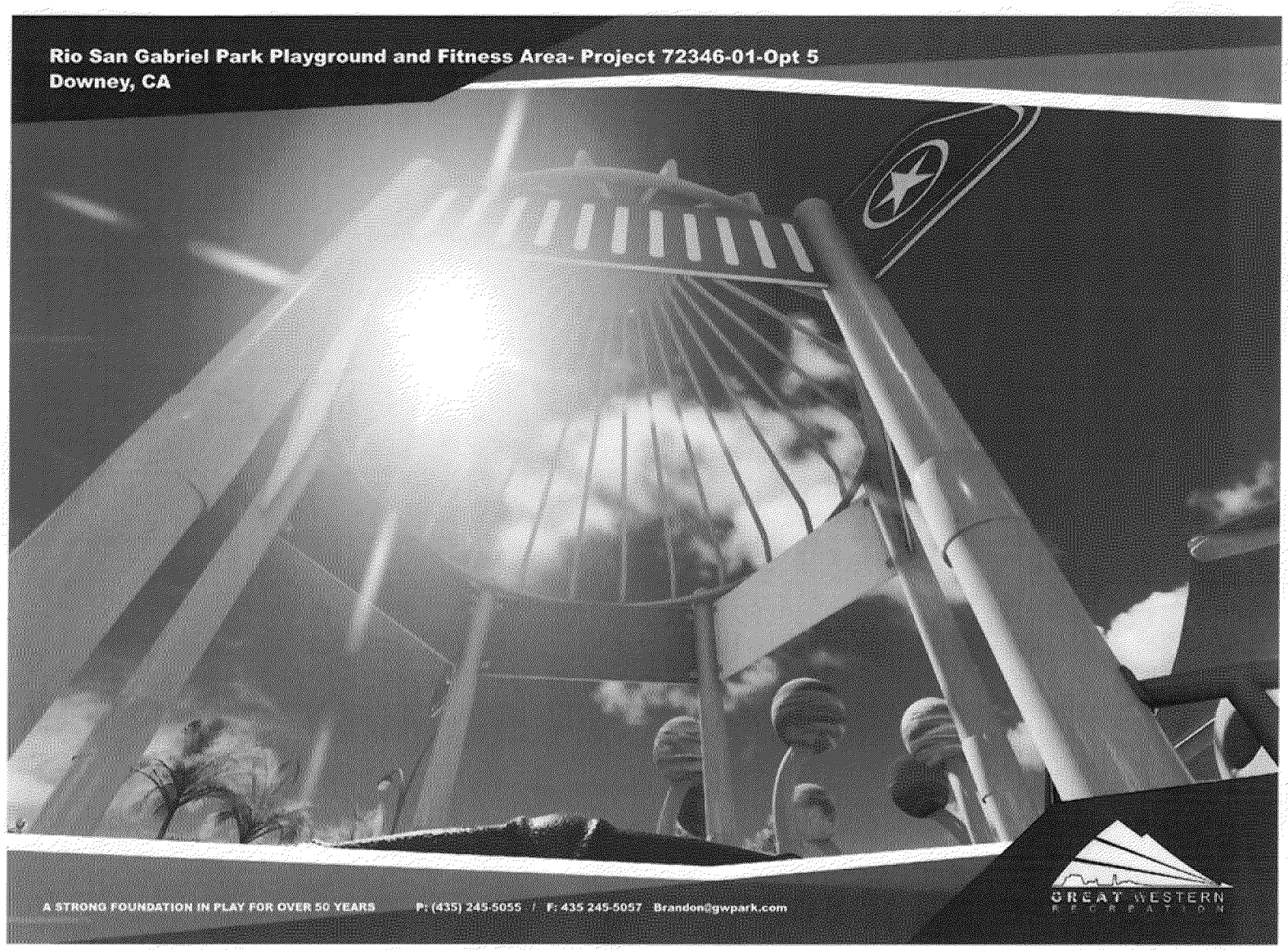
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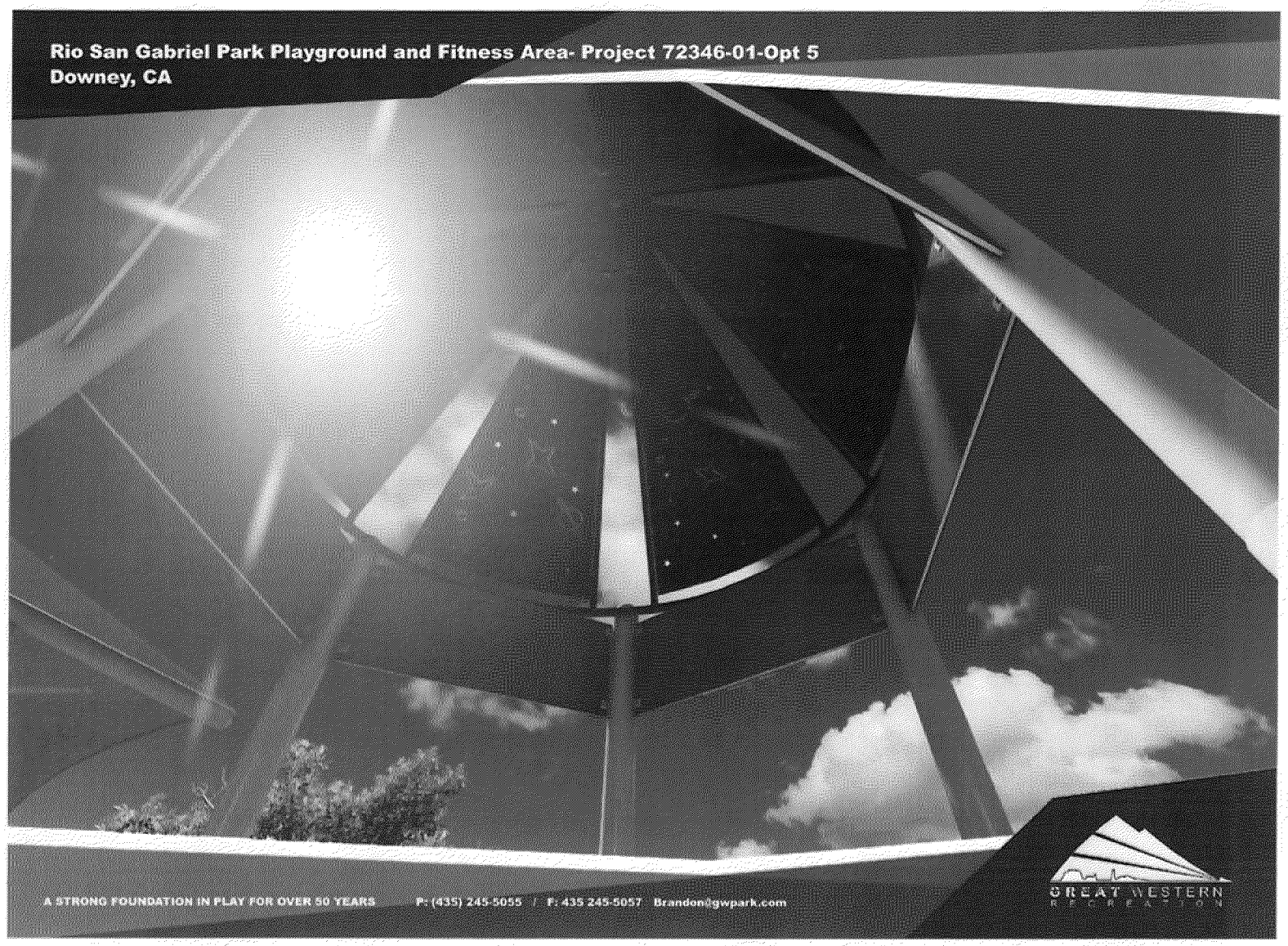
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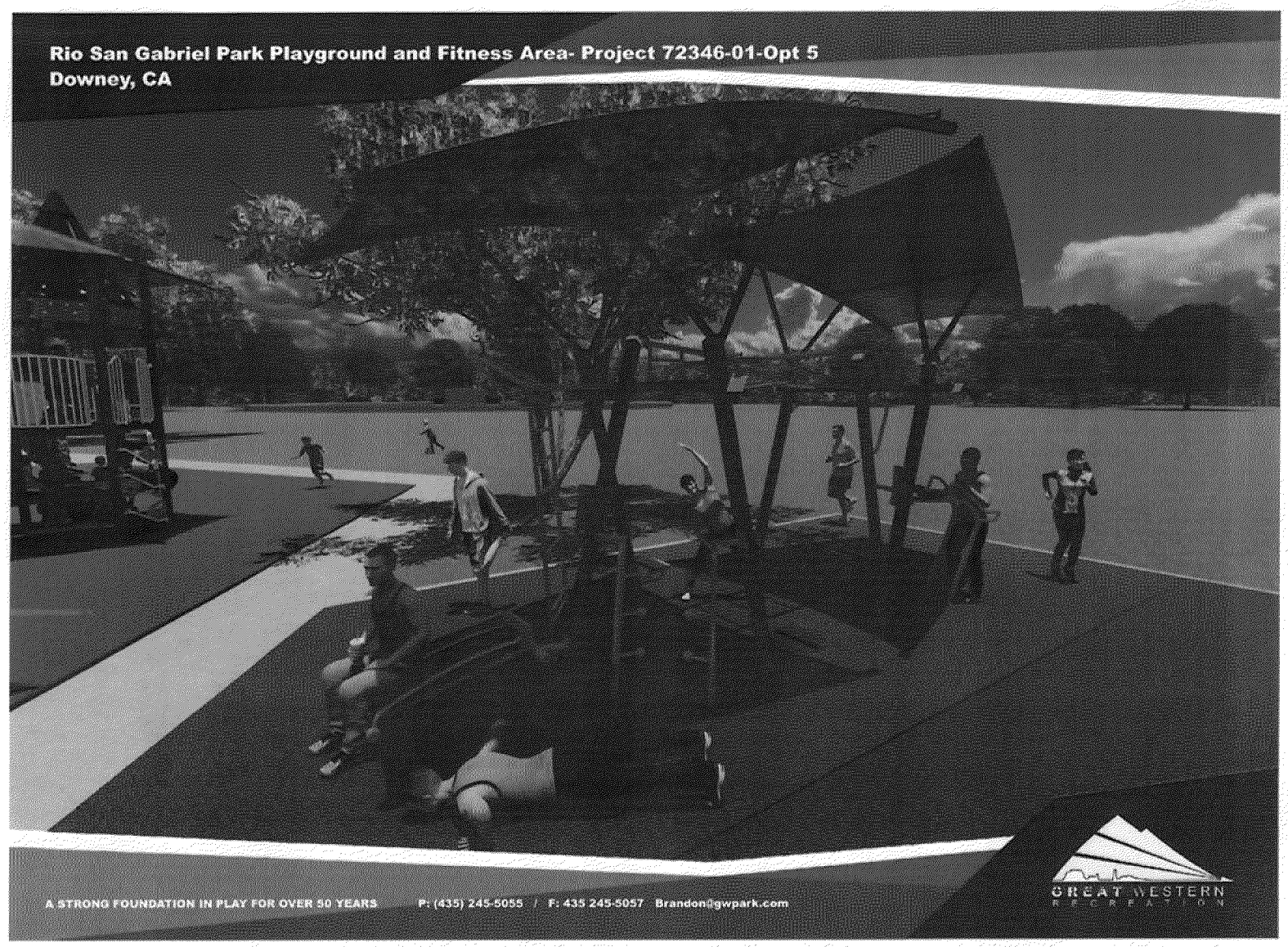
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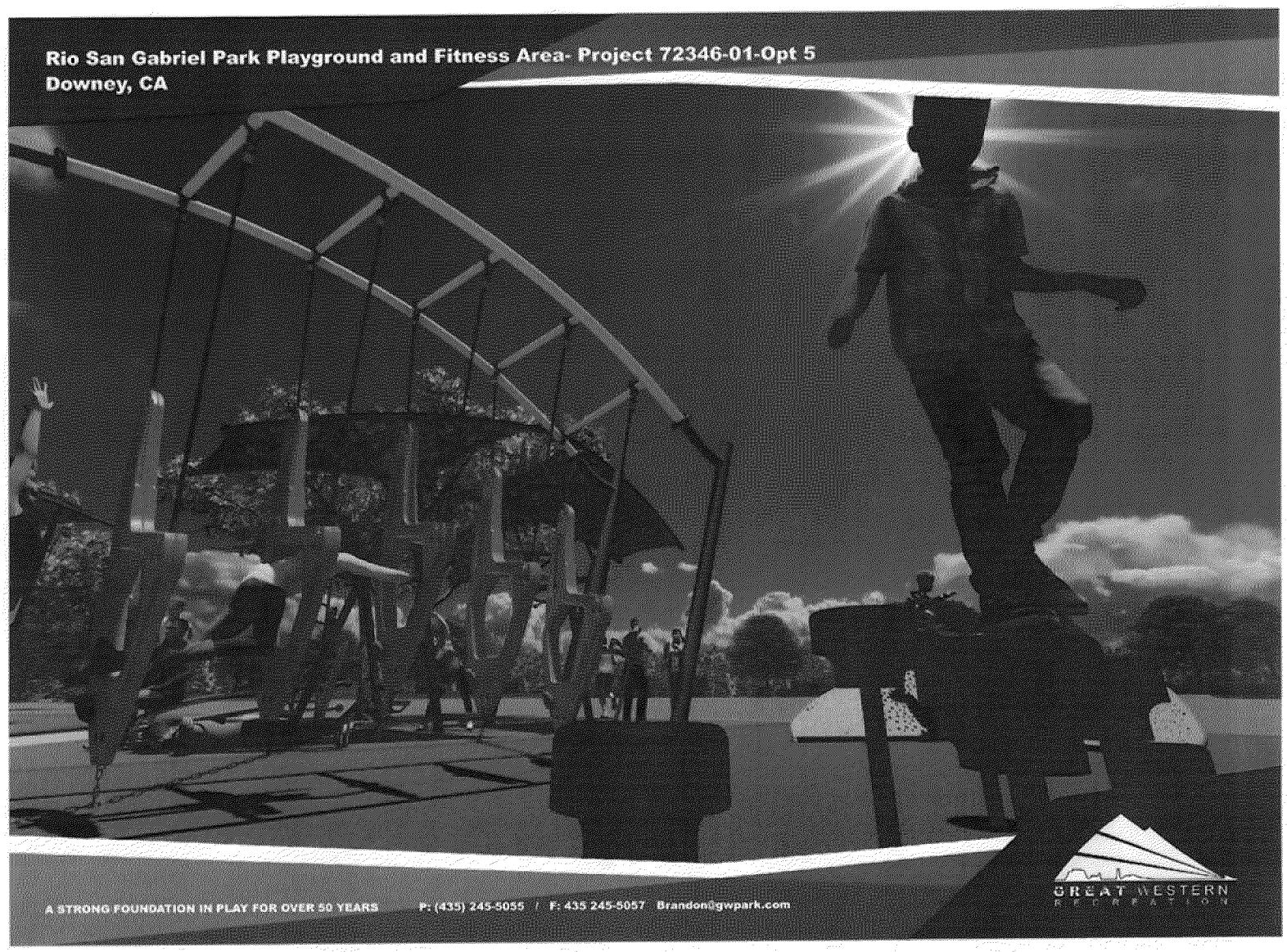
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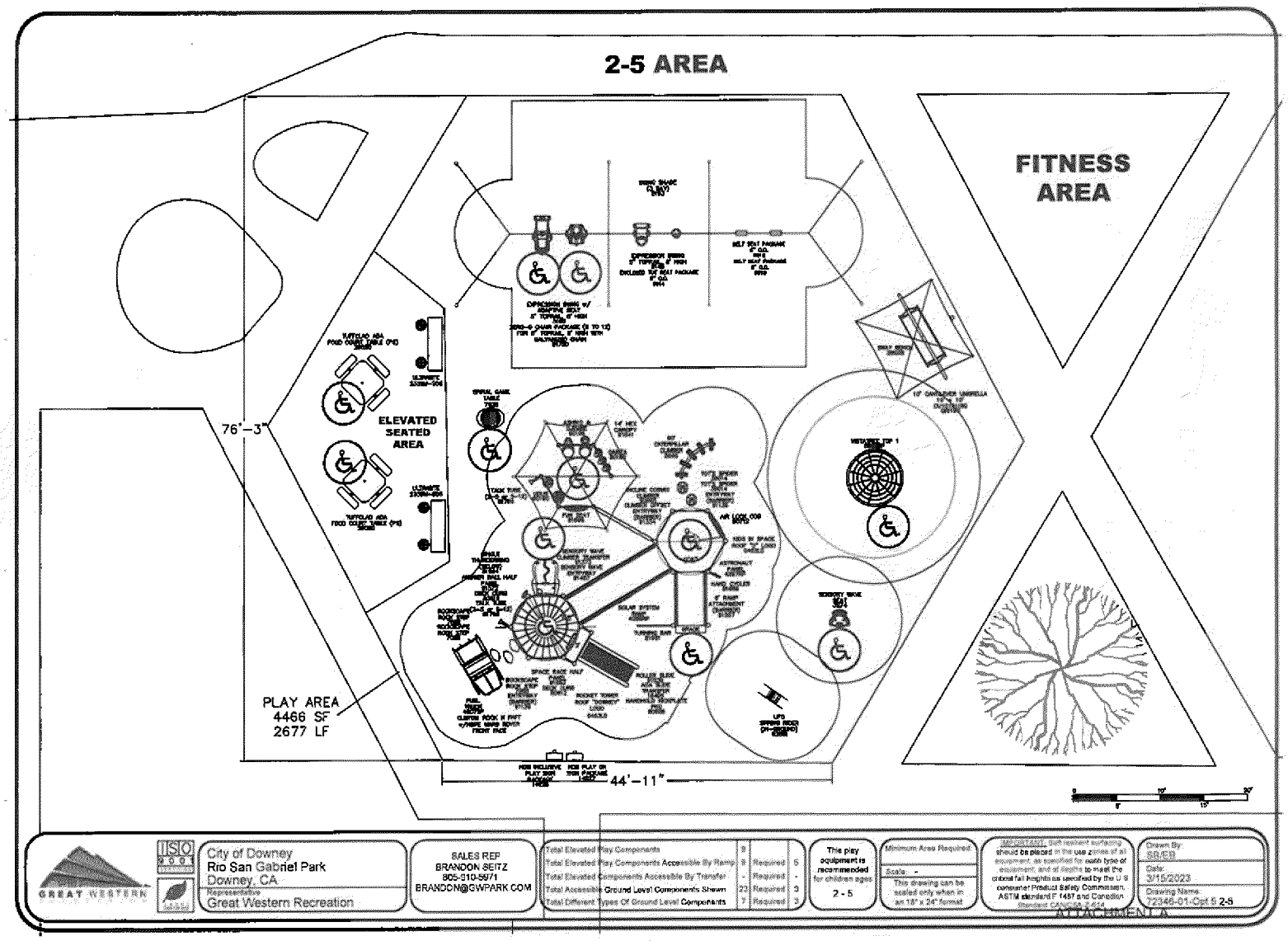
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City of Downey
Rio San Gabriel Park
Downey, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	9		
Total Elevated Play Components Accessible By Ramp	9	Required	5
Total Elevated Components Accessible By Transfer	-	Required	-
Total Accessible Ground Level Components Shown	22	Required	3
Total Different Types Of Ground Level Components	7	Required	3

This play equipment is recommended for children ages 2 - 5

Minimum Area Required

Scale: -

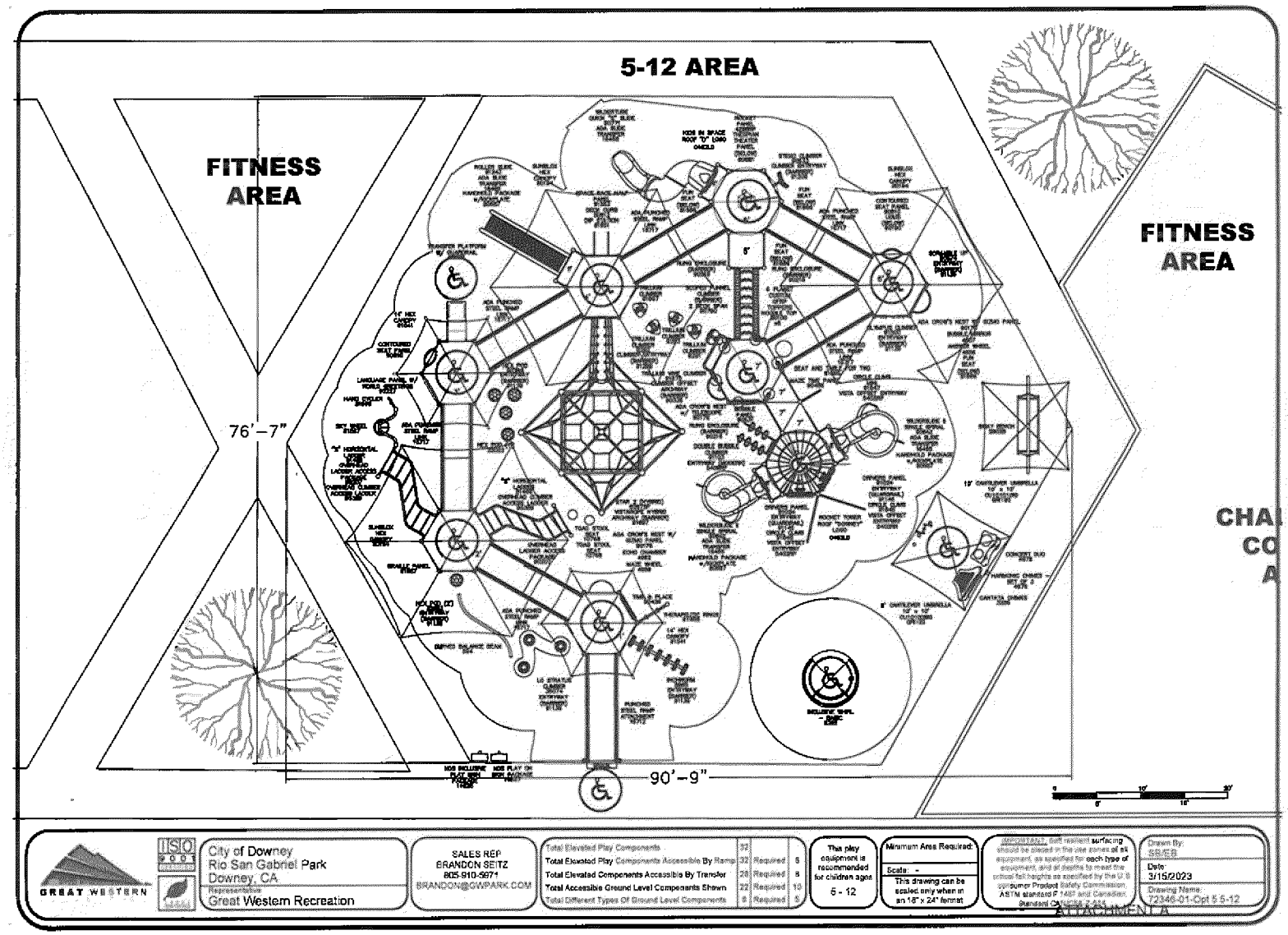
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: SR/EB
Date: 3/15/2023
Drawing Name: 72346-01-Opt 5 2-5

ATTACHMENT A

Docusign Envelope ID: 73E855E9-86DB-4472-BEE8-A4CF5628E924



GREAT WESTERN

City of Downey
Rio San Gabriel Park
Downey, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	32		
Total Elevated Play Components Accessible By Ramp	32	Required	8
Total Elevated Components Accessible By Transfer	28	Required	8
Total Accessible Ground Level Components Shown	22	Required	10
Total Different Types Of Ground Level Components	8	Required	5

The play equipment is recommended for children ages 5 - 12

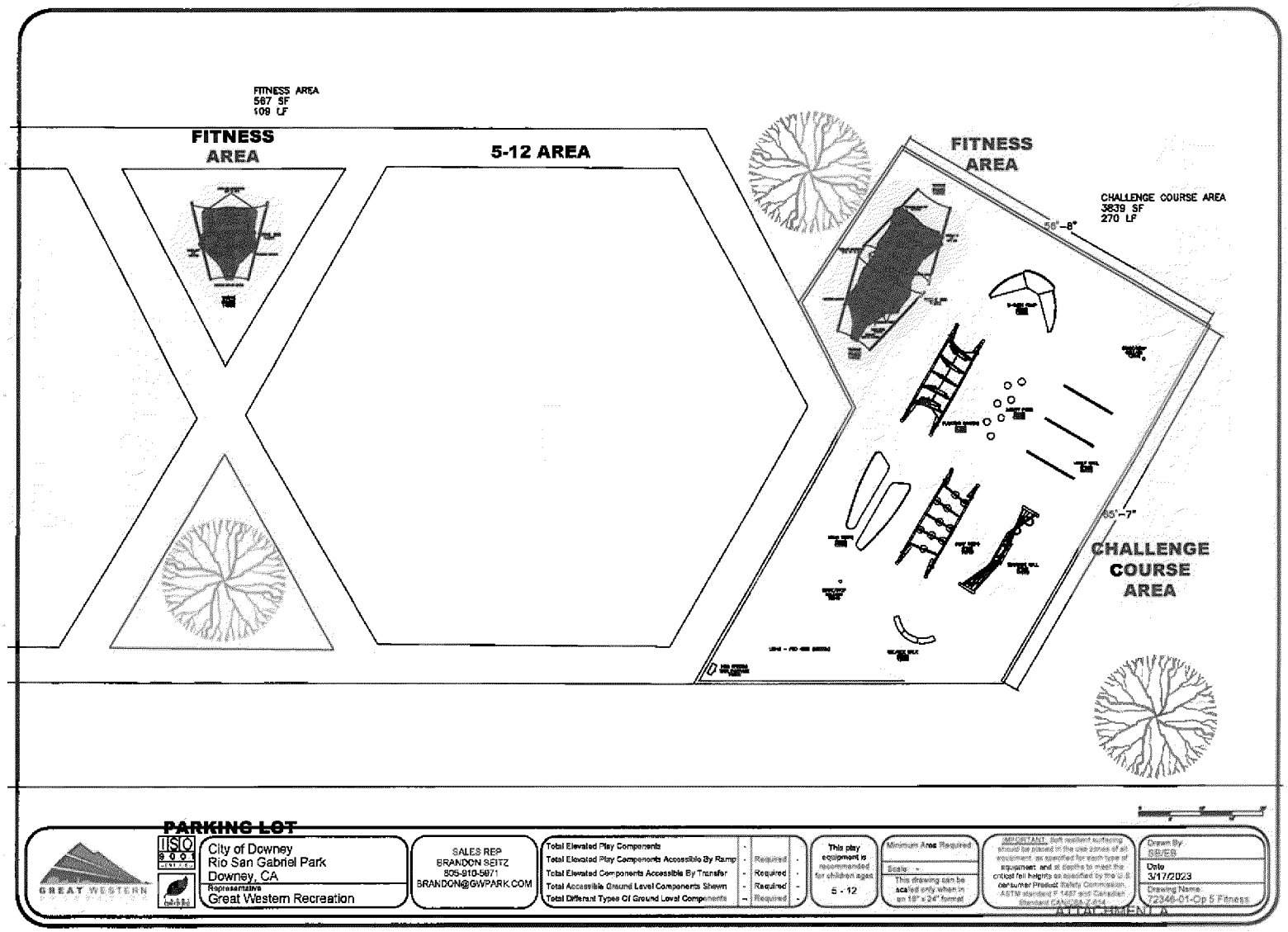
Minimum Area Required:
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT! Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

Drawn By: SR/EB
Date: 3/15/2023
Drawing Name: 72346-01-Opt 5 5-12

ATTACHMENT A

Docusign Envelope ID: 73E855E9-86DB-4472-BEE8-A4CF5628E924



PARKING LOT

GREAT WESTERN

City of Downey
Rio San Gabriel Park
Downey, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5871
BRANDON@GWPARK.COM

Total Elevated Play Components	-	
Total Elevated Play Components Accessible By Ramp	-	Required -
Total Elevated Components Accessible By Transfer	-	Required -
Total Accessible Ground Level Components Shown	-	Required -
Total Different Types Of Ground Level Components	-	Required -

This play equipment is recommended for children ages 5 - 12

Minimum Area Required

Scale: -

This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

Drawn By: SEVES
Date: 3/17/2023
Drawing Name: 72346-01-Op 5 Fitness

ATTACHMENT A

Docusign Envelope ID: 73E855E9-86DB-4472-BEE8-A4CF5628E924

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/24/2023
Quote #
72346-01-09

Rio San Gabriel Park Playground and Fitness Option 5 CPRS Grant CWO

City of Downey
Attn: Jason Chacon
7850 Quill Drive
Downey, CA 90242
Phone: 562-904-7238
jchacon@downeyca.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
		2-5 Play Area		
1	RDU	GameTime - Custom 2-5 Playground- • Reference Drawing 72346-01-Opt 5 2-5	$78,423.00	$78,423.00
1	4089RP	GameTime - Solar System Ramp LK 147"	$18,108.00	$18,108.00
1	4297RP	GameTime - Astronaut Panel	$1,472.00	$1,472.00
1	4507SP	GameTime - Fuel Truck	$9,956.00	$9,956.00
1	14927	GameTime - NDS Play On Sign Package		
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	0462LD	GameTime - Kids in Space Roof with Downey Logo	$15,152.00	$15,152.00
1	0463LD	GameTime - Rocket Tower Roof w Downey Logo	$18,792.00	$18,792.00
		2-5 Freestanding Equipment		
1	5193	GT-Shade - Triple Bay Swing Shade	$16,022.00	$16,022.00
1	RDU	GameTime - 2-5 Area Swing Set- • Reference Drawing 72346-01-Opt 5	$6,855.00	$6,855.00
1	3274	GameTime - Sensory Wave Seat	$2,539.00	$2,539.00
1	7035	GameTime - Spiral Game, F/S	$2,631.00	$2,631.00
1	28028	GT-Site - Sway Bench	$2,214.00	$2,214.00
1	6285I	GameTime - UFO Spring Rider	$1,345.00	$1,345.00
1	5958SP	GameTime - VistaTree Top 1	$13,227.00	$13,227.00
1	QRI190	GT-Shade - GTCU101010IG CANTI UMB 10X10X10 W/GLD	$5,319.00	$5,319.00
		2-5 Elevated Seating Area		
2	28020	GT-Site - P/S Ada Food Court Table	$2,435.00	$4,870.00
2	P233SM-SD6	UltraSite - 233 Outdoor Classroom Table, 6' Surface Mount - P/C	$978.00	$1,956.00
		5-12 Play Area		
1	RDU	GameTime - Custom 5-12 Playground- • Reference Drawing 72346-01-Opt 5 5-12	$416,765.00	$416,765.00

OMNIA PARTNERS

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GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/24/2023
Quote #
72346-01-09

Rio San Gabriel Park Playground and Fitness Option 5 CPRS Grant CWO

Quantity	Part #	Description	Unit Price	Amount
1	4298RP	GameTime - Rocket Panel	$1,560.00	$1,560.00
1	0462LD	GameTime - Kids in Space Rood with Downey Logo	$15,152.00	$15,152.00
1	0463LD	GameTime - Rocket Tower Roof w/ Downey Logo	$18,792.00	$18,792.00
		5-12 Freestanding Equipment		
1	3256	GameTime - Cantata Chimes	$6,475.00	$6,475.00
1	4676	GameTime - Harmonic Chimes (set of 3)	$4,211.00	$4,211.00
1	4678	GameTime - Concert Duo	$4,326.00	$4,326.00
1	6262	GameTime - Inclusive Whirl - Basic	$17,779.00	$17,779.00
1	28028	GT-Site - Sway Bench	$2,214.00	$2,214.00
1	QRI182	GT-Shade - GTCU101008IG CANTI UMB 10X10X8 W/GLD	$5,042.00	$5,042.00
1	QRI190	GT-Shade - GTCU101010IG CANTI UMB 10X10X10 W/GLD	$5,319.00	$5,319.00
		Fitness and Challenge Course Area		
1	13643	GameTime - Pro 4000	$135,333.00	$135,333.00
1	14911	GameTime - Thrive 250	$14,856.00	$14,856.00
1	14912	GameTime - Thrive 450	$30,235.00	$30,235.00
3	14932	GameTime - Thrive Shade	$5,623.00	$16,869.00
1	14926	GameTime - NDS Fitness Sign Package		
1	INSTALL	Other Products 1 - Poured in Place Surfacing - 14210 SF- 14,210 Total Sq Ft (3 main areas) 2-5 = 4466 sf 2753 sf = 4' CFH, includes 50/50 std terra cotta and black 1713 sf = 5' CFH, includes 50/50 std terra cotta and black 5-12 = 5285 sf 1488 sf = 4' CFH, includes 50/50 std blue and black 1549 sf = 6' CFH, includes 50/50 std blue and black 2248 sf = 8' CFH, includes 50/50 std blue and black Fitness = 4459 sf 1829 sf = 4' CFH, includes 50/50 std blue and black 381 sf = 5' CFH, includes 50/50 std blue and black 346 sf = 5' CFH, includes 50/50 std blue and black 582 sf = 8' CFH, includes 50/50 std terra cotta and black 317 sf = 9' CFH, includes 50/50 std blue and black 384 sf = 10' CFH, includes 50/50 std blue and black 620 sf = 8' CFH, includes 50/50 std terra cotta and black No Design, No TTA pads at any of the 3 areas Aromatic Binder Prevailing Wages	$255,896.00	$255,896.00
1	INSTALL	Other Products 1 - Site Work- Prevailing Wages	$6,000.00	$6,000.00

OMNIA PARTNERS ATTACHMENT A

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Rio San Gabriel Park Playground and Fitness Option 5 CPRS Grant CWO

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Site Work- • Demo/remove existing playground equipment (2) areas. • Demo/remove grass for 3,839 sqft at 7.5" depth. • Demo/remove 620 sqft of dirt in upper triangle area at 4" depth to 6" below grade. • Demo/remove 680'LF of concrete walkway. • Excavate/remove existing wood chips surfacing approximately 10,500 sq ft at 8" depth • Provide/install crushed miscellaneous base materials, for approximately 9,950 sq ft; 10" compacted to 90%. • Provide/install crushed miscellaneous base materials, for approximately 620 sq ft; 4" compacted to 90%. • Provide/install new concrete viewing area for 561 sqft • Provide/install new 680'LF x 5' Wide concrete walkway. • Provide/install 271'LF of concrete curb. • Provide/install 4' Wrought Iron at seating area for 151'LF. • Remove and dispose spoils. • Prevailing wages. • Based on good access for bobcat/equipment. • **Price based on award of total scope; work to be done concurrently at both areas.** • Price includes one (1) move-on only	$296,000.00	$296,000.00
1	INSTALL	Install - Installation of Play Equipment- • Installation only of (1) Gametime Structure Opt5 Fitness Only • Installation only of (1) Gametime Structure Opt5 2-5 Only • Installation only of (1) Gametime Structure Opt5 5-12 Only • Footings excavation, and concrete. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Based on good access for bobcat/equipment. • **Price based on award of total scope; work to be done concurrently at all areas*** • Price includes one (1) move-on only.	$316,000.00	$316,000.00
1	INSTALL	Install - Fencing- • Provide/install 6' Construction fencing on stands (windscreen/sandbags not included) 500'LF. • Prevailing wages.	$6,125.00	$6,125.00
Contract: OMNIA #2017001134			**Sub Total**	$1,773,830.00
			Grant	($283,385.36)
			Freight	$30,460.31
			Tax	$61,042.36
			Total	$1,581,947.31

OMNIA PARTNERS ATTACHMENT A

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Rio San Gabriel Park Playground and Fitness Option 5 CPRS Grant CWO

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add $24,070 plus tax if applicable.**

*****Grant Cash with Order Pricing--order MUST be paid in full at time of order.**

*****Pricing is based on Grant 2023 pricing.**

*****Not all equipment is eligible for Grant Pricing.**

Shipping to:
1009 N. Batavia St.
Orange, CA 92867

Site Address:
9612 Ardine St.
Downey, CA 90241

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Prevailing Wages

OMNIA #1024125

OMNIA
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ATTACHMENTS

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Rio San Gabriel Park Playground and Fitness Option 5 CPRS Grant CWO

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

Landmark Design GFRC:
Orders require a 50% deposit at the time of order.
DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

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03/24/2023
Quote #
72346-01-09

Rio San Gabriel Park Playground and Fitness Option 5 CPRS Grant CWO

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **$1,581,947.31** Date: _____

_____
Signature

Please fill out this ORDER FORM, this is required to process the order.

OMNIA
PARTNERS
ATTACHMENT A

Docusign Envelope ID: 73E855E9-86DB-4472-BEE8-A4CF5628E924



AFTER YOU PLACE YOUR ORDER

What to expect in the schedule of events that take place after your order.

THE TIMELINE

Once your order is received, it is sent to the company headquarters in Fort Payne, Alabama.

You will receive a confirmation letter, confirming your order and the projected delivery date. If you have included installation in your order, an installer will also contact you before the order ships to confirm the details regarding

- site preparation requirements
- surfacing type and depth
- underground utility locations
- coordination with other trades
- accessibility to the site for delivery/installation.

Your order will ship via common carrier 24-45 days after its acceptance into the GameTime system. Depending on how far from Fort Payne, Alabama you are located, the order should arrive in 3-10 days after shipment.

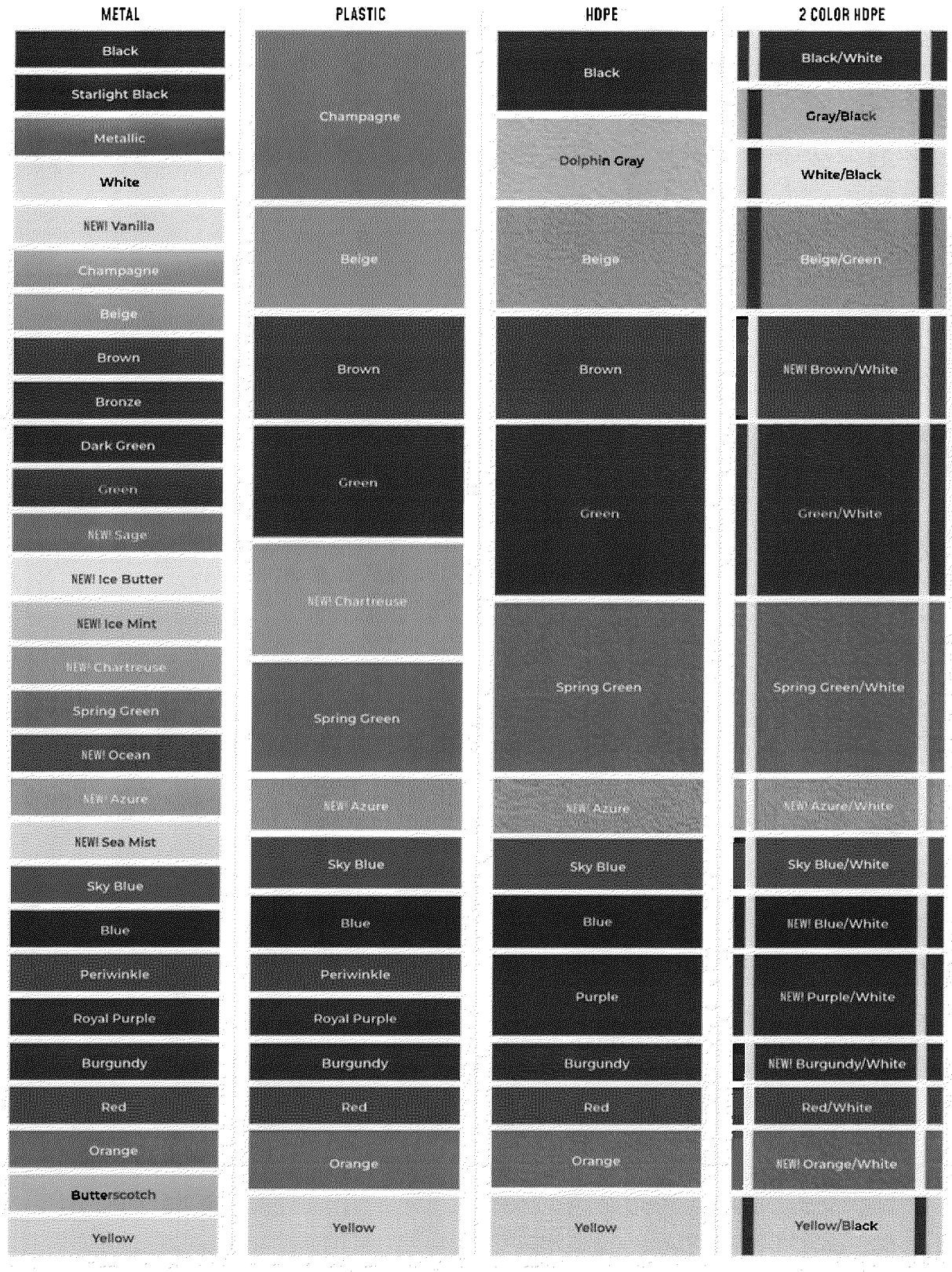
Your freight carrier will contact you 24 hours in advance of the delivery. You will need 2-4 people to help you unload. Heavier items like the MegaRock® might require additional helpers.

Your equipment will arrive in large consolidated boxes. You may want to break them open on the truck and unload piece by piece for easier handing. Be sure to locate the box labeled "Installation Instructions Inside" and set it aside.

You will also want to make sure you have a secure location to store all your equipment until the installation day. Your driver will give you a bill of lading, documenting the number of boxes, as well as a listing of component number of the parts that you should have received. Before signing the receipt, you'll want to inventory the shipment and note any missing items on the bill of lading before the driver leaves.

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MATERIAL COLOR OPTIONS



Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

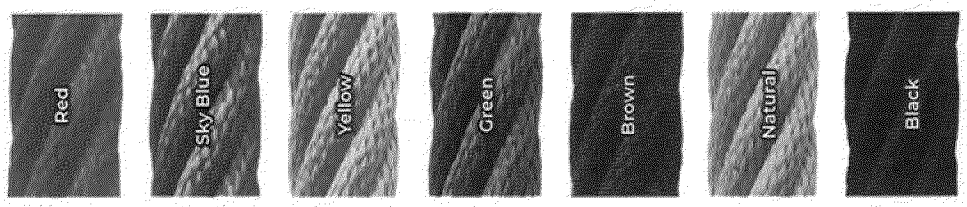
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MATERIAL COLOR OPTIONS

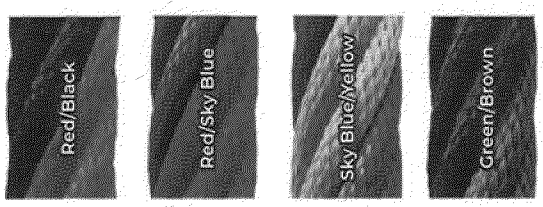
SHADE FABRIC

- Charcoal
- Silver
- Cream
- Beige
- NEW! Latte
- NEW! Cedar
- NEW! Brown
- Forest Green
- Bottle Green
- Lime
- Dove Blue
- NEW! Turquoise
- True Blue
- Navy Blue
- Purple
- NEW! Royal Purple
- NEW! Deep Ochre
- Sun Blaze
- NEW! Cayenne
- NEW! Orange
- Yellow

VISTAROPE™ STANDARD

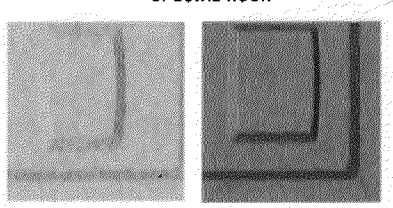


VISTAROPE™ CUSTOM



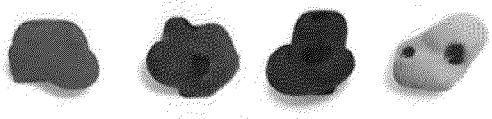
*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



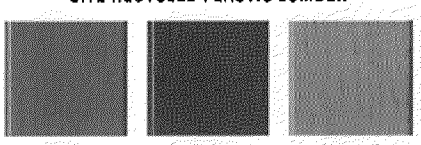
Sandstone Deep Granite

WALLCANO® HANDHOLDS



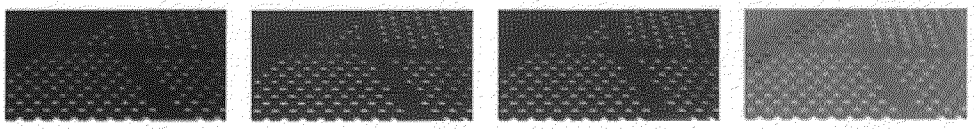
Red Green Blue Beige

SITE RECYCLED PLASTIC LUMBER



Gray Tudor Sand

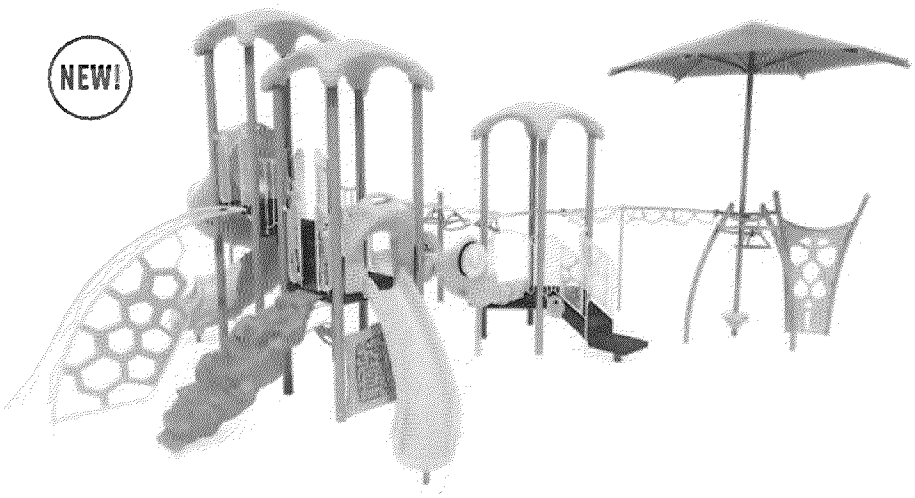
DECKS



Blue Brown NEW! Chocolate Gray

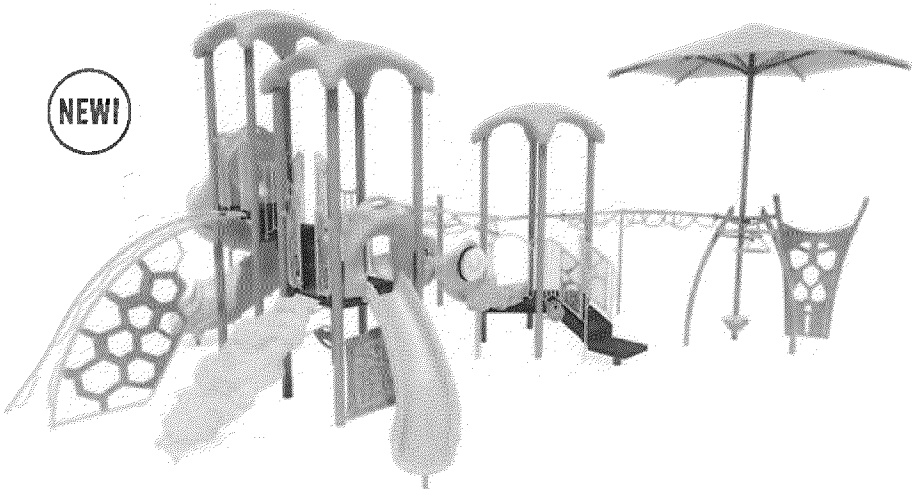
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PALETTES



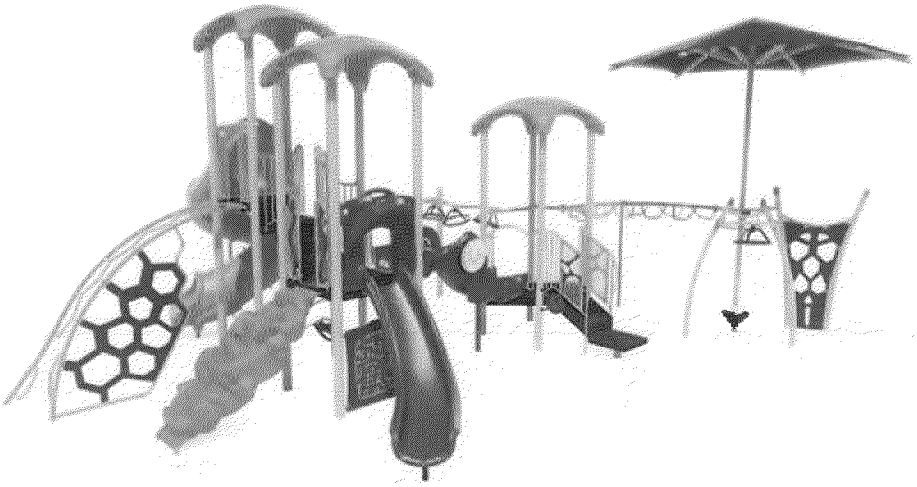
BEDROCK

Fabric Shade **Sliver**
Plastic Roof **Champagne**
Uprights **Sage**
Accent 1 **White**
HDPE **Dolphin Gray**
2 Color HDPE **Gray/Black**
Roto Plastic **Champagne**
Tube **Champagne**
Rock **Dark Granite**
Decks **Brown**



MOSSY GROVE

Fabric Shade **Lime**
Plastic Roof **Chartreuse**
Uprights **Sage**
Accent 1 **Chartreuse**
HDPE **Spring Green**
2 Color HDPE **Spring Green/White**
Roto Plastic **Chartreuse**
Tube **Champagne**
Rock **Sandstone**
Decks **Brown**

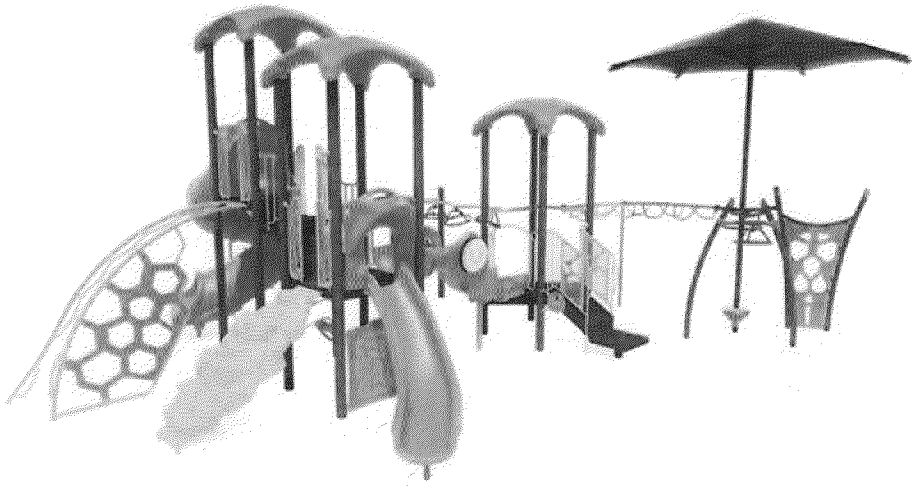


SPRING BLOOM

Fabric Shade **True Blue**
Plastic Roof **Spring Green**
Uprights **Champagne**
Accent 1 **Spring Green**
HDPE **Sky Blue**
2 Color HDPE **Sky Blue/White**
Roto Plastic **Sky Blue**
Tube **Spring Green**
Rock **Deep Granite**
Decks **Brown**

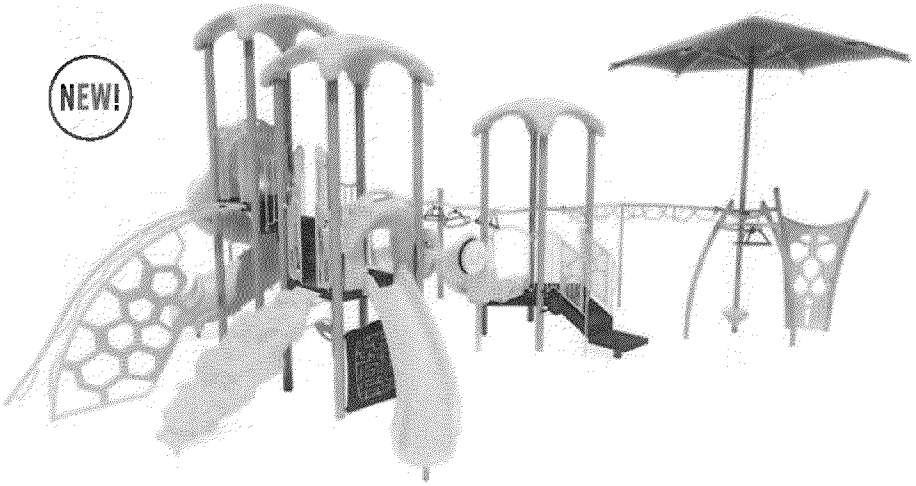
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PALETTES



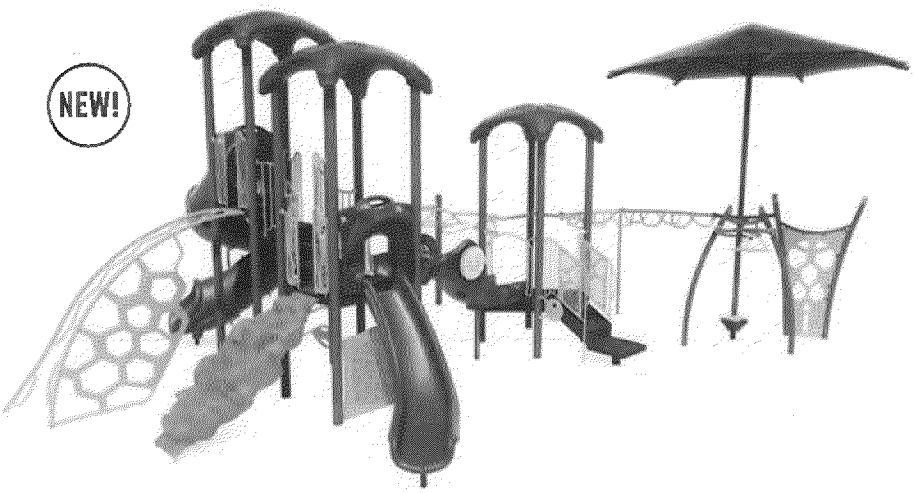
MALIBU

Fabric Shade **Forest Green**
Plastic Roof **Spring Green**
Uprights **Bronze**
Accent 1 **Beige**
HDPE **Spring Green**
2 Color HDPE **Spring Green/White**
Roto Plastic **Spring Green**
Tube **Spring Green**
Rock **Sandstone**
Decks **Brown**



JURASSIC

Fabric Shade **Sun Blaze**
Plastic Roof **Champagne**
Uprights **Sage**
Accent 1 **Butterscotch**
HDPE **Dolphin Gray**
2 Color HDPE **Burgundy/White**
Roto Plastic **Champagne**
Tube **Champagne**
Rock **Sandstone**
Decks **Brown**



FORESTER

Fabric Shade **Forest Green**
Plastic Roof **Green**
Uprights **Brown**
Accent 1 **Beige**
HDPE **Beige**
2 Color HDPE **Beige/Green**
Roto Plastic **Green**
Tube **Green**
Rock **Deep Granite**
Decks **Brown**

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PALETTES



ARCTIC

Fabric Shade **True Blue**
Plastic Roof **Periwinkle**
Uprights **White**
Accent 1 **Champagne**
HDPE **Sky Blue**
2 Color HDPE **Sky Blue/White**
Roto Plastic **Periwinkle**
Tube **Sky Blue**
Rock **Deep Granite**
Decks **Gray**



CUCUMBER

Fabric Shade **Cream**
Plastic Roof **Green**
Uprights **Ice Mint**
Accent 1 **Vanilla**
HDPE **Blue**
2 Color HDPE **Blue/White**
Roto Plastic **Green**
Tube **Green**
Rock **Deep Granite**
Decks **Chocolate**

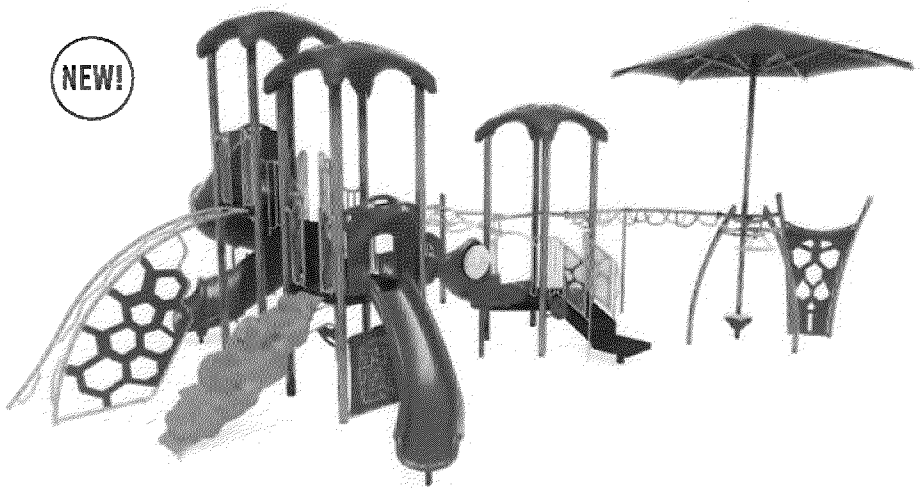


VOYAGE

Fabric Shade **Charcoal**
Plastic Roof **Azure**
Uprights **Sage**
Accent 1 **Ice Butter**
HDPE **Dolphin Gray**
2 Color HDPE **Gray/Black**
Roto Plastic **Azure**
Tube **Azure**
Rock **Deep Granite**
Decks **Gray**

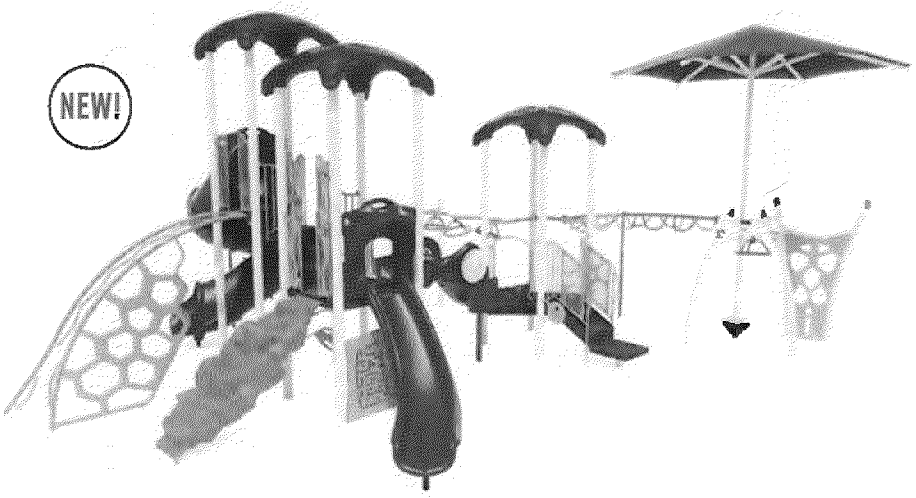
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PALETTES



TIMBERLAND

Fabric Shade **True Blue**
Plastic Roof **Sky Blue**
Uprights **Brown**
Accent 1 **Spring Green**
HDPE **Sky Blue**
2 Color HDPE **Sky Blue/White**
Roto Plastic **Sky Blue**
Tube **Sky Blue**
Rock **Deep Granite**
Decks **Blue**



POPSICLE

Fabric Shade **Brown**
Plastic Roof **Burgundy**
Uprights **Vanilla**
Accent 1 **Azure**
HDPE **Dolphin Gray**
2 Color HDPE **Gray/Black**
Roto Plastic **Burgundy**
Tube **Burgundy**
Rock **Deep Granite**
Decks **Chocolate**

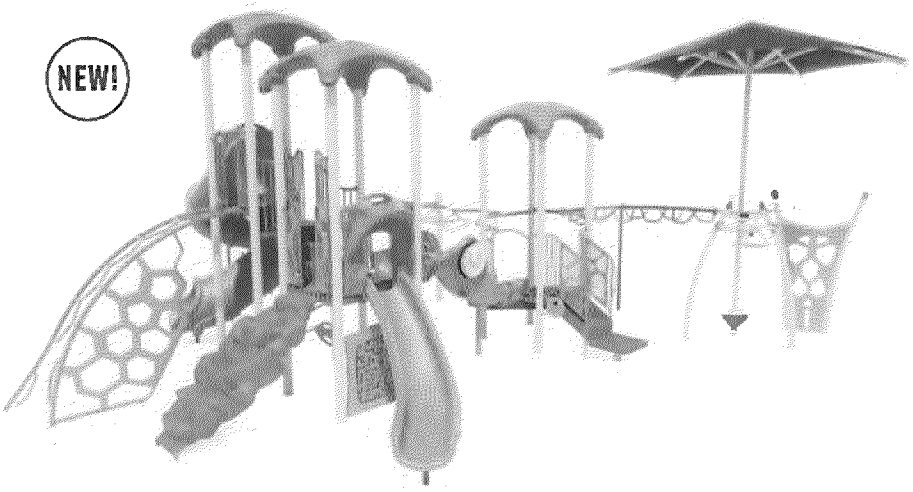


PASSION FRUIT

Fabric Shade **Dove Blue**
Plastic Roof **Yellow**
Uprights **Orange**
Accent 1 **Spring Green**
HDPE **Sky Blue**
2 Color HDPE **Sky Blue/White**
Roto Plastic **Yellow**
Tube **Yellow**
Rock **Sandstone**
Decks **Brown**

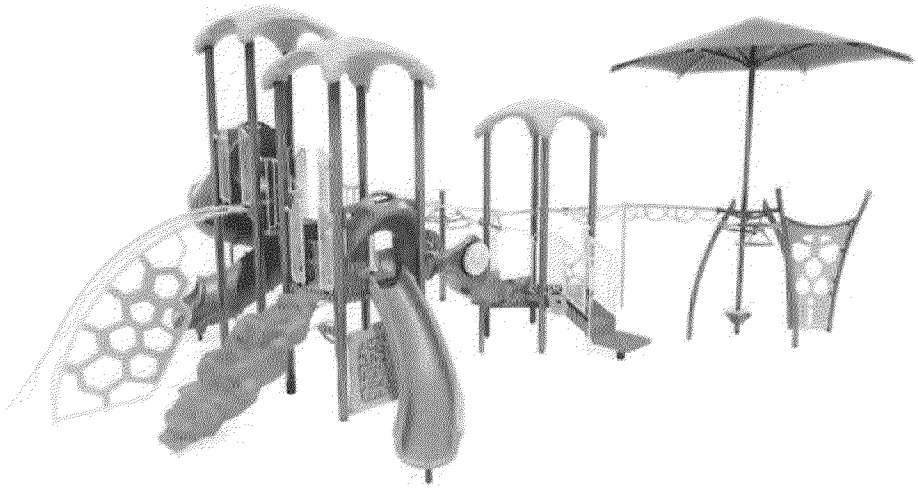
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PALETTES



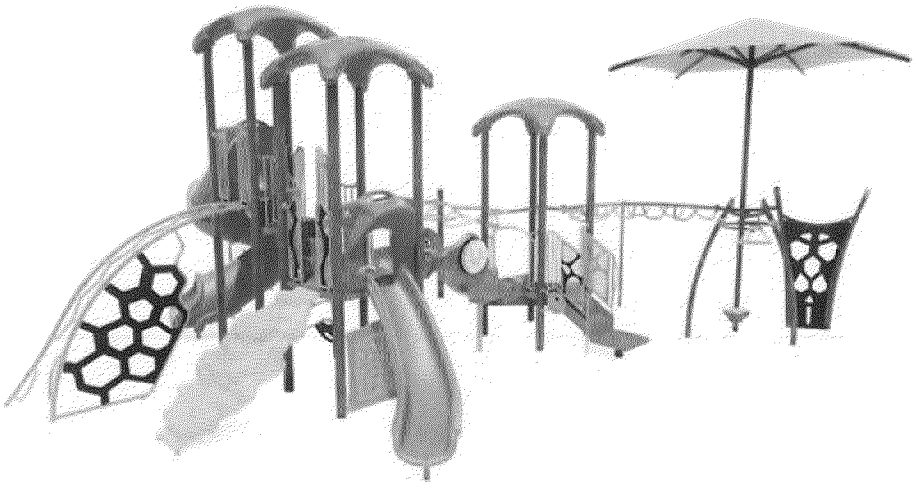
AURORA

Fabric Shade	**Bottle Green**
Plastic Roof	**Azure**
Uprights	**Ice Butter**
Accent 1	**Azure**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Azure**
Tube	**Azure**
Rock	**Dark Granite**
Decks	**Gray**



AVALON

Fabric Shade	**Sliver**
Plastic Roof	**Champagne**
Uprights	**Bronze**
Accent 1	**White**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Periwinkle**
Tube	**Periwinkle**
Rock	**Deep Granite**
Decks	**Gray**

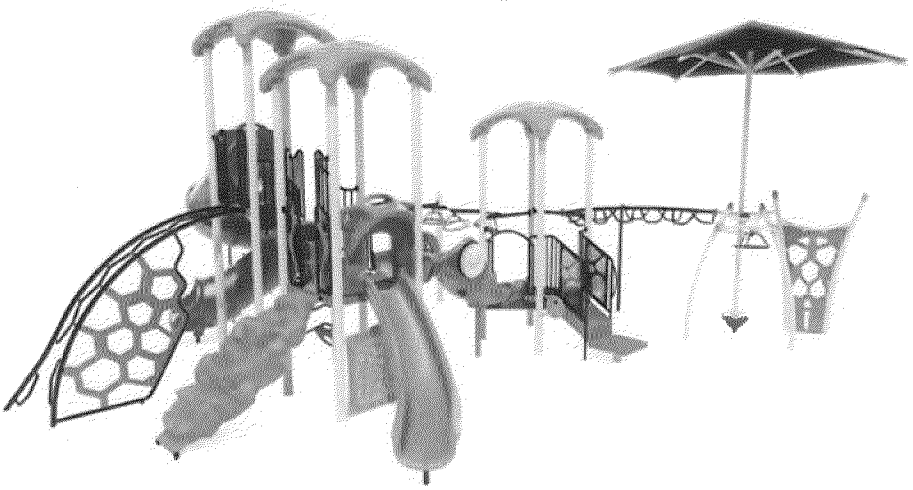


WEST PALM

Fabric Shade	**Lime**
Plastic Roof	**Orange**
Uprights	**Sky Blue**
Accent 1	**Spring Green**
HDPE	**Blue**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Orange**
Tube	**Orange**
Rock	**Sandstone**
Decks	**Gray**

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PALETTES



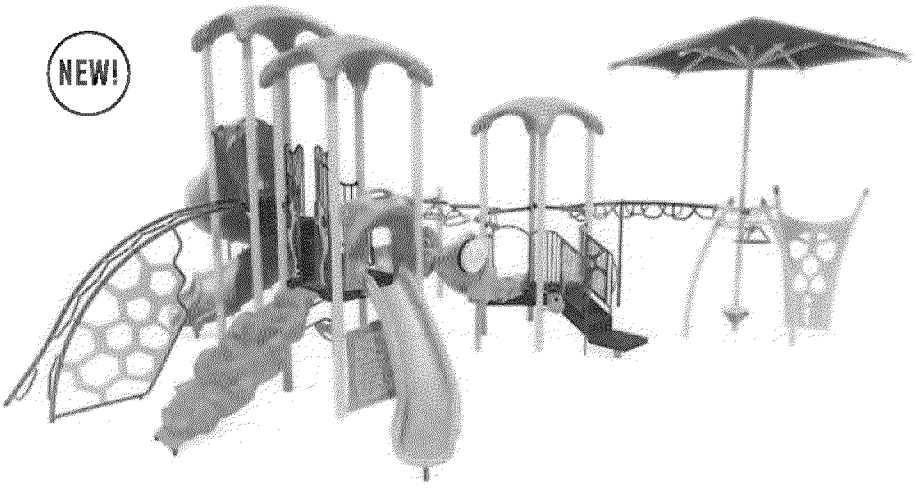
WHIMSY

Fabric Shade	**Navy Blue**
Plastic Roof	**Orange**
Uprights	**White**
Accent 1	**Blue**
HDPE	**Orange**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Periwinkle**
Tube	**Sky Blue**
Rock	**Deep Granite**
Decks	**Gray**



WATERMELON

Fabric Shade	**Lime**
Plastic Roof	**Red**
Uprights	**White**
Accent 1	**Chartreuse**
HDPE	**Green**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Red**
Tube	**Red**
Rock	**Dark Granite**
Decks	**Blue**

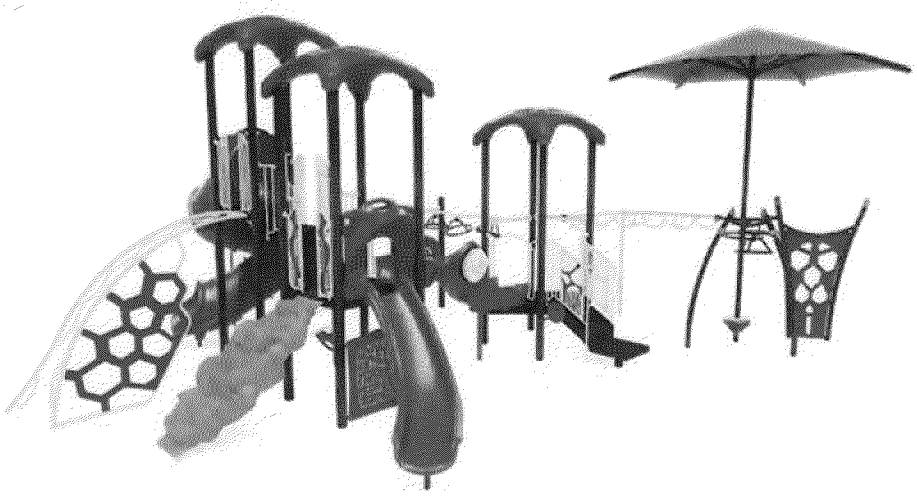


OCEAN FLOOR

Fabric Shade	**True Blue**
Plastic Roof	**Azure**
Uprights	**Chartreuse**
Accent 1	**Royal Purple**
HDPE	**Dolphin Gray**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Azure**
Tube	**Azure**
Rock	**Dark Granite**
Decks	**Brown**

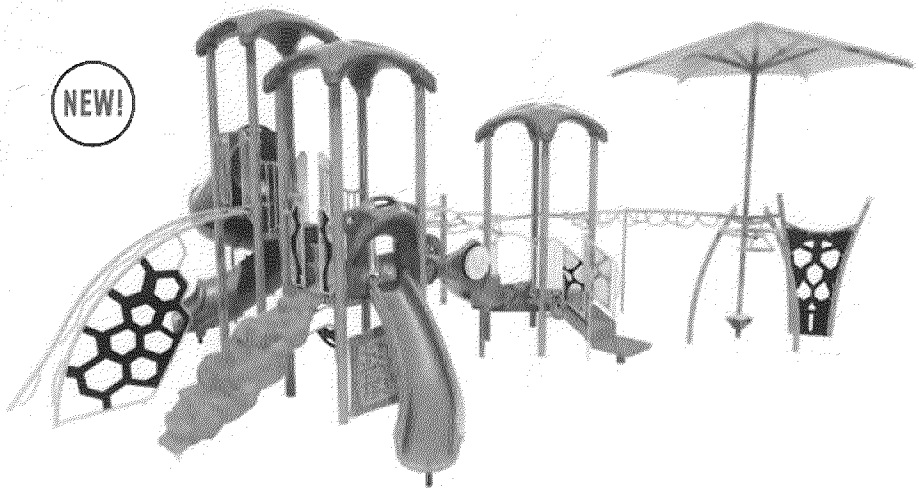
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PALETTES



DEEP SPACE

Fabric Shade	**Dove Blue**
Plastic Roof	**Sky Blue**
Uprights	**Starlight Black**
Accent 1	**Yellow**
HDPE	**Red**
2 Color HDPE	**Red/White**
Roto Plastic	**Sky Blue**
Tube	**Sky Blue**
Rock	**Deep Granite**
Decks	**Blue**



HONEYSUCKLE

Fabric Shade	**Sliver**
Plastic Roof	**Periwinkle**
Uprights	**Spring Green**
Accent 1	**Champagne**
HDPE	**Blue**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Periwinkle**
Tube	**Periwinkle**
Rock	**Deep Granite**
Decks	**Gray**

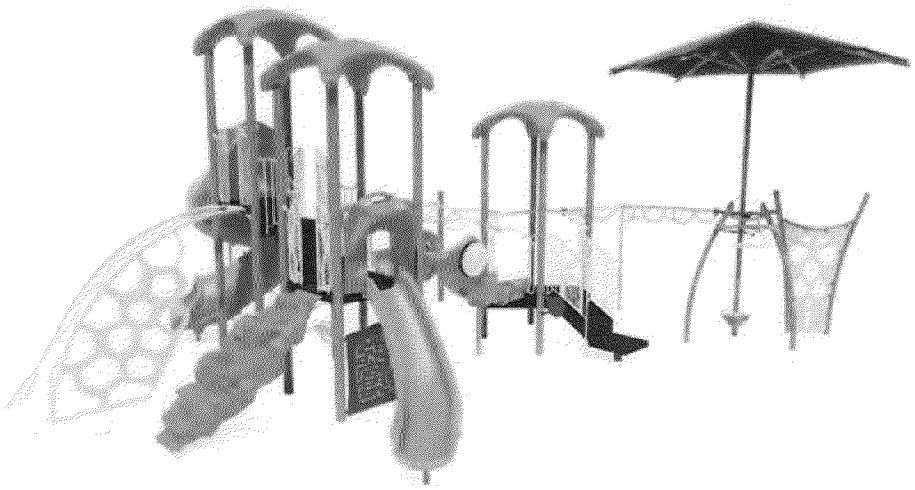


DISCOVERY

Fabric Shade	**Orange**
Plastic Roof	**Azure**
Uprights	**Periwinkle**
Accent 1	**Butterscotch**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Azure**
Tube	**Azure**
Rock	**Deep Granite**
Decks	**Gray**

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PALETTES



EMERALD

Fabric Shade	**Navy Blue**
Plastic Roof	**Spring Green**
Uprights	**Metallic**
Accent 1	**White**
HDPE	**Yellow**
2 Color HDPE	**Red/White**
Roto Plastic	**Spring Green**
Tube	**Spring Green**
Rock	**Deep Granite**
Decks	**Blue**



RIPTIDE

Fabric Shade	**True Blue**
Plastic Roof	**Sky Blue**
Uprights	**Sea Mist**
Accent 1	**Azure**
HDPE	**Orange**
2 Color HDPE	**Orange/White**
Roto Plastic	**Sky Blue**
Tube	**Sky Blue**
Rock	**Dark Granite**
Decks	**Blue**

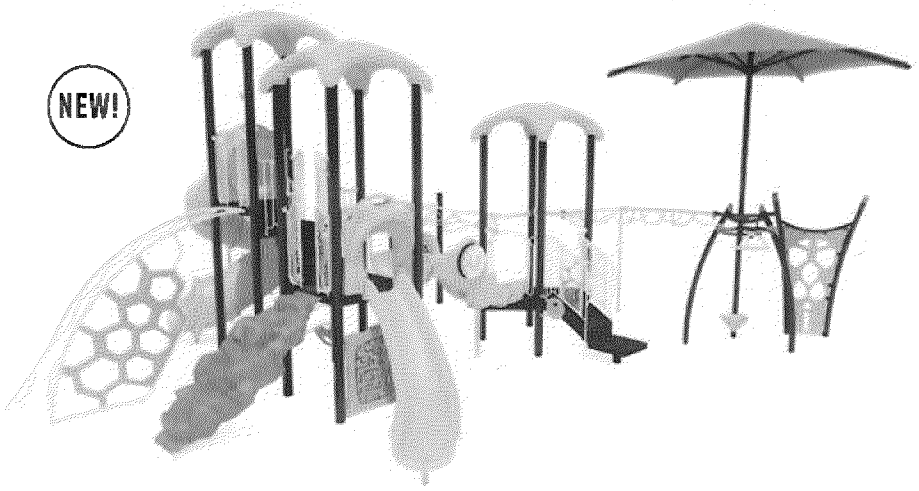


SHINE

Fabric Shade	**True Blue**
Plastic Roof	**Orange**
Uprights	**Sky Blue**
Accent 1	**Spring Green**
HDPE	**Orange**
2 Color HDPE	**Spring Green/White**
Roto Plastic	**Orange**
Tube	**Orange**
Rock	**Sandstone**
Decks	**Gray**

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PALETTES



BEE HIVE

Fabric Shade	**Sliver**
Plastic Roof	**Yellow**
Uprights	**Black**
Accent 1	**Ice Butter**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Yellow**
Tube	**Yellow**
Rock	**Dark Granite**
Decks	**Brown**



ERUPTION

Fabric Shade	**Sun Blaze**
Plastic Roof	**Red**
Uprights	**Orange**
Accent 1	**Butterscotch**
HDPE	**Orange**
2 Color HDPE	**Red/White**
Roto Plastic	**Red**
Tube	**Red**
Rock	**Dark Granite**
Decks	**Brown**



SUNRISE

Fabric Shade	**Yellow**
Plastic Roof	**Royal Purple**
Uprights	**Orange**
Accent 1	**White**
HDPE	**Dolphin Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Royal Purple**
Tube	**Royal Purple**
Rock	**Deep Granite**
Decks	**Gray**

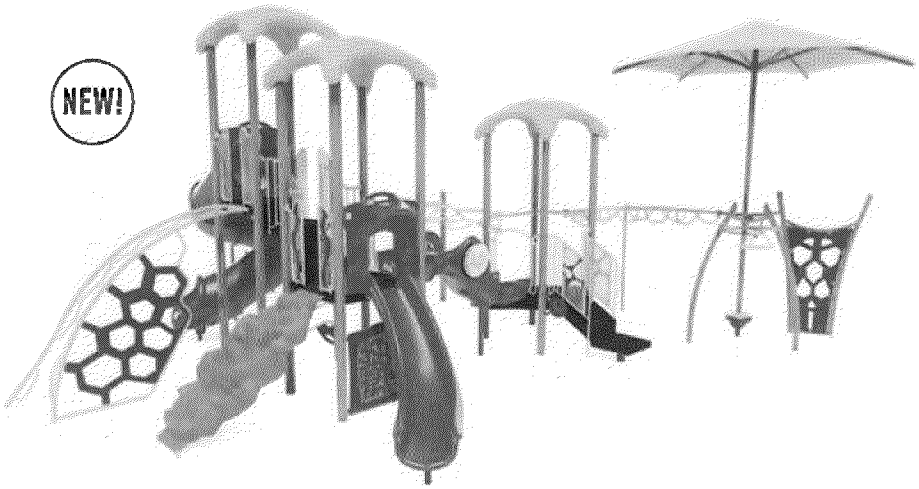
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PALETTES



JOVIAL

Fabric Shade	**Navy Blue**
Plastic Roof	**Spring Green**
Uprights	**Burgundy**
Accent 1	**Butterscotch**
HDPE	**Gray**
2 Color HDPE	**Gray/Black**
Roto Plastic	**Spring Green**
Tube	**Spring Green**
Rock	**Deep Granite**
Decks	**Blue**



MACAW

Fabric Shade	**Yellow**
Plastic Roof	**Yellow**
Uprights	**Orange**
Accent 1	**Chartreuse**
HDPE	**Sky Blue**
2 Color HDPE	**Sky Blue/White**
Roto Plastic	**Red**
Tube	**Red**
Rock	**Dark Granite**
Decks	**Blue**

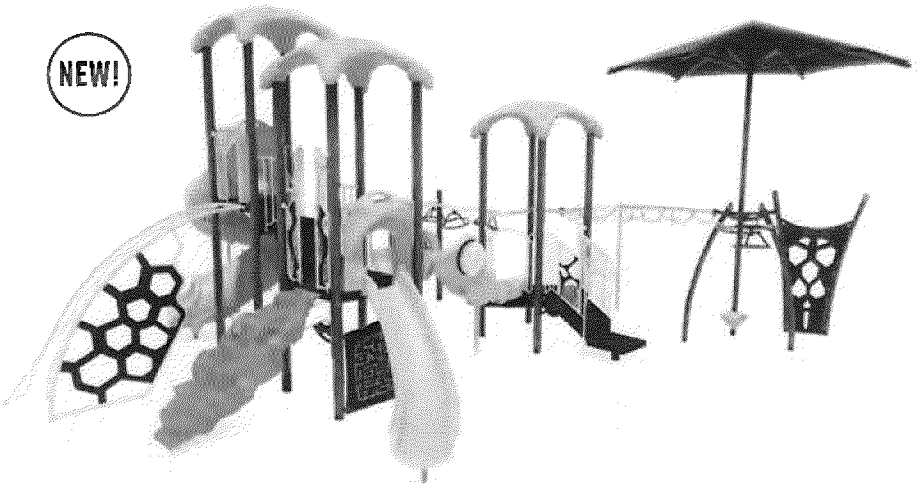


GUM DROP

Fabric Shade	**Navy Blue**
Plastic Roof	**Blue**
Uprights	**Burgundy**
Accent 1	**Butterscotch**
HDPE	**Blue**
2 Color HDPE	**Red/White**
Roto Plastic	**Blue**
Tube	**Blue**
Rock	**Deep Granite**
Decks	**Blue**

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PALETTES



INDEPENDENCE

Fabric Shade	**Navy Blue**
Plastic Roof	**Champagne**
Uprights	**Burgundy**
Accent 1	**White**
HDPE	**Blue**
2 Color HDPE	**Blue/White**
Roto Plastic	**Champagne**
Tube	**Champagne**
Rock	**Deep Granite**
Decks	**Blue**

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Rio San Gabriel Park Playground and Fitness Area- Project 72346-01-Opt 5
Downey, CA



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com

GREAT WESTERN RECREATION

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GameTime
A PLAYCORE Company

150 PlayCore Dr SE, Fort Payne, AL 35967
www.gametime.com
(256) 845-5610 * (800) 633-2394

Remit to:
Game Time
PO Box 680121
Fort Payne, AL 35968

Pro forma invoice

Page 1 of 1
Invoice number PROFORMA
Customer no
Customer PO QUOTE#72346-01-09
Reference
Date shipped

Invoice date **6/1/2023**
Payment terms

Sold to:
CITY OF DOWNEY
7850 QUILL DRIVE
DOWNEY, CA 90242

Ship to :
CITY OF DOWNEY
7850 QUILL DRIVE
DOWNEY, CA 90242

Original Order No:
Project Name RIO SAN GABRIEL
Sales Group: GREAT WESTERN

Catalog No	Description	Qty	Unit price	Amount
RDU	PLAYGROUND EQUIPMENT	1.00	78423.00	78423.00
4089RP	SOLAR SYSTEM RAMP	1.00	18108.00	18108.00
4297RP	ASTRONAUT PANEL	1.00	1472.00	1472.00
4507SP	FUEL TRUCK	1.00	9956.00	9956.00
14927	NDS PLAY ON SIGN	1.00	0.000	0.00
14928	NDS INCLUSIVE	1.00	0.000	0.00
0462LD	KIDS IN SPACE	1.00	15152.00	15152.00
0463LD	ROCKET TOWER	1.00	18792.00	18792.00
519	TRIPLE BAY SWING	1.00	16022.00	16022.00
RDU	2-5 AREA SWING SET	1.00	6855.00	6855.00
3274	SENSORY WAVE SEAT	1.00	2539.00	2539.00
7035	SPIRAL GAME	1.00	2631.00	2631.00
28028	SWAY BENCH	1.00	2214.00	2214.00
6285I	UFO SPRING RIDER	1.00	1345.00	1345.00
5958SP	VISTA TREE TOP 1	1.00	13227.00	13227.00
QRI190	GT SHADE	1.00	5319.00	5319.00
28020	FOOD COURT TABLE	2.00	2435.00	4870.00
OMI	ULTRASITE	1.00	978.00	1956.00
RDU	CUSTOM 5-12 PLAYGROUND	1.00	416765.00	416765.00
4298RP	ROCKET PANEL	1.00	1560.00	1560.00
0462LD	KIDS IN SPACE	1.00	15152.00	15152.00
0463LD	ROCKET TOWER ROOF	1.00	18792.00	18792.00
3256	CANTANA CHIMES	1.00	6475.00	6475.00
4676	HARMONIC CHIMES	1.00	4211.00	4211.00
4678	CONCERT DUO	1.00	4326.00	4326.00
6262	INCLUSIVE WHIRL	1.00	17779.00	17779.00
28028	SWAY BENCH	1.00	2214.00	2214.00
QRI182	GT SHADE	1.00	5042.00	5042.00
QRI190	GT SHADE	1.00	5319.00	5319.00
13643	PRO 4000	1.00	135333.00	135333.00
14911	THRIVE 250	1.00	14856.00	14856.00
14912	THRIVE 450	1.00	30235.00	30235.00
14932	THRIVE SHADE	3.00	5623.00	16869.00
14926	NDS FITNESS SIGN	1.00	0.000	0.00
FREIGHT	FREIGHT	1.00	30460.31	30460.31
Discount	GRANT	(1.00)	283385.36	(283385.36)

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A PLAYCORE Company

150 PlayCore Dr SE, Fort Payne, AL 35967
www.gametime.com
(256) 845-5610 * (800) 633-2394

Remit to:
Game Time
PO Box 680121
Fort Payne, AL 35968

Pro forma invoice

Page	1 of 1
Invoice number	PROFORMA
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Invoice date	**6/1/2023**
Payment terms	

Sold to:
CITY OF DOWNEY
7850 QUILL DRIVE
DOWNEY, CA 90242

Ship to :
CITY OF DOWNEY
7850 QUILL DRIVE
DOWNEY, CA 90242

Total	**640,883.95**

Sales subtotal amount	**Sales tax**
	61,042.36

PARTIAL INVOICE AMOUNT	**$701,926.31**
REMAINING BALANCE DUE	**+$880,021.00**
TOTAL AMOUNT DUE	**$1,581,947.31**

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WELCOME

DOWNEY KIWANIS FOUNDATION

Age 5-12

Rio San Gabriel Park

ADULT SUPERVISION IS RECOMMENDED

Close supervision and safe play help to prevent injuries. Read all WARNINGS and Rules before using the playground.

Holiday Park Rules

- Hours of Operation: 5:00 a.m.-10:00 p.m.
- No glass bottles, containers, plates or any other object made of glass.
- Do not operate unauthorized motorized vehicles, including off-road vehicles such as ATVs, dirt bikes, and other recreational vehicles. Electric scooters and bicycles are permitted.
- No dogs off leash. Domestic animals must be under the owner's or handler's control at all times, and on a leash. Owner or handler will be responsible for any damages caused by their animal and picking up and disposal of pet waste.
- Additional park rules apply, please refer to the Mirabelle Metropolitan District website.

Playground Rules

- Do not play on broken or damaged equipment. Report it.
- Do not play without adequate safety surfacing below and around equipment.
- Remove helmets, necklaces or drawstrings while on equipment.
- Check for hot play surfaces and always wear shoes while playing.
- Do not play tag, run on playground equipment, or jump off of equipment.
- Do not run under bridges, decks, stairs, or other equipment.
- Do not play on snowy or icy equipment. Be careful when equipment is wet.
- Do not climb on roofs, railings, or posts, or on top of crawl tubes or tube slides.
- Do not climb up slide chutes or tubes. Slide sitting down, feet first, and one at a time.
- Adults – do not slide with a child on your lap. It can injure your child's legs.
- Before letting go of overhead bars, hang down still, bend your knees a little and drop straight down on to both feet.
- Swing sitting down and do not jump out while swinging. Do not twist chains.

⚠ WARNING

[redacted]

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Item No. 7.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY FIRE MANAGEMENT ASSOCIATION**

EXECUTIVE SUMMARY

The City Council will consider approving a Memorandum of Understanding (MOU) between the City of Downey and the Downey Fire Management Association (DFMA) as a successor to the prior agreement, which expired on December 31, 2025.

RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8338, approving the Memorandum of Understanding between the City of Downey and the Downey Fire Management Association (January 1, 2026 – December 31, 2029).

BACKGROUND

At its meeting on September 9, 2025, the City Council authorized James McQueen, Director of Human Resources, as the City's representative to begin labor negotiations with the Downey Fire Management Association (DFMA) for a successor Memorandum of Understanding (MOU). The MOU expired on December 31, 2025. After a series of meetings with the association, the process was concluded on January 28, 2026.

ANALYSIS

An agreement has been reached between the City and the DFMA on a successor Memorandum of Understanding (MOU) for the term of January 1, 2026 to December 31, 2029. DFMA represents the sworn positions of Battalion Chief and Assistant Fire Chief. The MOU includes the following provisions with economic impact:

- A 5.25% across the board pay increase effective January 1, 2026; 5% across the board pay increase effective January 1, 2027; 5% across the board pay increase effective January 1, 2028; and a 5% across the board pay increase effective January 1, 2029.
- The addition of a 25 year longevity step, effective the start of the pay period that includes January 1, 2028, in the amount of 9.902%. Effective the start of the pay period that includes January 1, 2029, an increase in the 25 year longevity to 11.402%.
- Effective January 1, 2028, a reduction of the currently provided maximum City medical insurance contribution to the Peace Officers Research Association of California (PORAC) premium rate.

In addition to economic items, other revised or added contract language changes are included based on the need to clarify or update provisions in accordance with practice or law, as follows:

- Language adjustments to include side letter language updates and remove historical information.
- Updates to sick leave language to comply with newly enacted legal requirements.

Additionally, the MOU includes a re-opener provision for discussions during the term of the MOU to discuss labor cost-saving measures if needed.

The negotiated provisions have been ratified by the Association membership. This MOU is a product of a labor negotiation process involving the DFMA and City management representatives and was completed in accordance with State law and the City's Employer-Employee Relations Ordinance and personnel rules and regulations.

CITY COUNCIL PRIORITIES

Fiscal Responsibility

FISCAL IMPACT

Approval of the recommended action will result in increased personnel costs in the approximate amounts of $85,287 in Contract Year 1, $85,491 in Contract Year 2, $101,219 in Contract Year 3, and $117,161 in Contract Year 4.

Attachments

Attachment A - Resolution No. 26-8338 - Approving MOU between City of Downey and the Downey Fire Management Association (01-01-26 -12-31-29).pdf

Attachment B - DFMA MOU 26-29.pdf

RESOLUTION NO. 26- 8338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY FIRE MANAGEMENT ASSOCIATION (JANUARY 1, 2026 – DECEMBER 31, 2029)

WHEREAS, the City of Downey, hereinafter referred to as "City," and the Downey Fire Management Association, hereinafter referred to as "DFMA," have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

WHEREAS, as a result, the City and the DFMA have reached an agreement as memorialized in a written Memorandum of Understanding covering the period of January 1, 2026 through December 31, 2029.

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

SECTION 1. The Memorandum of Understanding between the City and the DFMA, attached hereto as Exhibit A, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

SECTION 2. The Director of Human Resources is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 24th day of February, 2026.

CLAUDIA M. FROMETA, Mayor

ATTEST:

MARIA ALICIA DUARTE, CMC
City Clerk

APPROVED AS TO FORM:

JOHN M. FUNK
City Attorney

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 24th day of February, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

_____
MARIA ALICIA DUARTE, CMC
City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF DOWNEY

AND

THE DOWNEY FIRE MANAGEMENT ASSOCIATION

January 1, 2026 – December 31, 2029

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DOWNEY
AND
THE DOWNEY FIRE MANAGEMENT ASSOCIATION

ARTICLE I

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Fire Management Association (hereinafter called the "Association") as the majority representative of sworn personnel members of the Downey Fire Management Association including all employees in classifications listed on Exhibit A, excluding all other personnel of the Fire Department. The City has recognized the Downey Fire Management Association for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 et seq, and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

ARTICLE II

NON-DISCRIMINATION

Section 1. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Ordinance and Government Code Sections 3500 to 3511.

Section 2. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provisions of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Section 3. The City and Association agree to comply with applicable State and Federal laws and regulations regarding employment of the disabled.

ARTICLE III

BASIC COMPENSATION PLAN

Section 1. Salary Increases.

A. All employees covered by this Memorandum of Understanding shall receive the following salary increases as referenced in Exhibit B – Pay Schedule:

1. Effective the start of the pay period that includes January 1, 2026, a five and one-quarter percent (5.25%) across the board pay range increase.

2. Effective the start of the pay period that includes January 1, 2027, a five percent (5%) across the board pay range increase.

3. Effective the start of the pay period that includes January 1, 2028, a five percent (5%) across the board pay range increase.

4. Effective the start of the pay period includes January 1, 2029, a five percent (5%) across the board pay range increase.

Section 2. Salary Ranges. Salary ranges shall be established to reflect the relative value of classifications covered by this Memorandum of Understanding. The salary ranges will have a spread of approximately twenty-two percent (22%) from the minimum to maximum figures with no set steps in between.

A. Description of Schedules. The Pay Plan consists of a set of monthly salary schedules. Each schedule is designated by a schedule number, as approved by Council resolution.

B. Hourly Equivalent Calculation Forty (40) Hour Schedule. For payroll purposes, the hourly equivalent of annual compensation which includes all forms of pay shall be computed by multiplying the monthly rate by twelve (12) months in a year divided by the total number of hours worked in a year which is based on forty (40) hours per week times fifty-two (52) weeks in a year totaling two thousand eighty (2,080) hours.

C. Hourly Equivalent Calculation Fifty-Six (56) Hour Schedule. For payroll purposes, the hourly equivalent of annual compensation which includes all forms of pay shall be computed by multiplying the monthly rate by twelve (12) months in a year divided by the total number of hours worked in a year based on fifty-six (56) hours per week times fifty-two (52) weeks in a year totaling two thousand nine hundred twelve (2,912) hours.

Section 3. Eligibility for Merit Salary Advancement.

A. Progression within the Salary Range. The minimum salary in the range would be appropriate for a new employee who minimally satisfied job requirements. The top of the range is reserved for employees who perform at the highest level of proficiency expected. In a promotional situation, the employee will receive a salary at least equivalent to their prior rate.

Employees, both upon appointment and during the course of their employment, may receive any salary amount not to exceed the maximum of their range. Generally, a new employee is not considered for a merit increase before twelve (12) months of employment.

Thereafter, employees will be reviewed for merit salary increases annually in conjunction with the employee's anniversary date. However, employees will not be considered for merit increases after reaching the end of the respective salary range. Employees may be granted merit salary adjustments more frequently than every twelve months with prior City Manager approval.

In an effort to promote succession planning as the Fire Chief position requires a Bachelor's degree, effective October 13, 2020 through December 31, 2023, all employees that are appointed to classification of Battalion Chief during this time period shall be required to either possess a Bachelor's degree or obtain a Bachelor's degree within the first three (3) years after appointment as a requirement for the position. Employees appointed to the classification of Battalion Chief during this time period shall not be allowed to advance beyond step "C" of the salary range until they have obtained a Bachelor's degree in accordance with 3-year timeframe set forth in this paragraph. Effective January 1, 2024, all employees appointed to the classification of Battalion Chief shall be required to possess a minimum of a Bachelor's degree at the time of appointment as a requirement for the position.

The sole consideration in the granting of merit increases shall be job performance, as indicated in a detailed corresponding Management Performance Evaluation Report. The following shall apply in the granting of such merit salary increases.

a. Merit salary adjustments for members of this Association shall be made with the recommendation and approval of the Fire Chief.

b. Merit adjustments must be approved by the City Manager. The Fire Chief will provide the evaluation and proposed merit adjustment to the City Manager prior to giving it to the employee.

c. The amount of merit salary adjustment shall be directly related to the employee's progress in satisfying performance expectations. Generally employees, rated as having satisfactory performance, will receive a minimum increase of five and one-half percent (5.5%). Adjustments up to ten percent (10%) within the salary range are permitted. Also, while salary adjustments will normally involve increases, reductions may be made in instances of unsatisfactory performance.

d. After an employee reaches the top of the salary range, the level of proficiency appropriate to that salary rate must be maintained or the employee's salary may drop below the maximum. This may occur through a direct salary reduction or the employee may not be granted increases which may be possible due to adjustments in the range.

e. Salary ranges for Assistant Chief and Battalion Chief shall be adjusted at such time as the City grants cost-of-living adjustments to the rank-and-file employees unless the City Council directs to the contrary. The amount of such cost-of-living adjustments granted to the management classifications will be no less than that granted to the Firemen's Association. In such instances where salary ranges are increased for cost-of-living purposes, the individual employee salaries will be increased in proportion to the amount of the range adjustment, provided that for reasons of unsatisfactory performance an individual employee may be denied such an adjustment. All salary range adjustments shall require the adoption of a resolution by the City Council.

Section 4. Longevity Pay. Effective July 4, 2016, the City agrees to implement Longevity Pay for all employees covered by this Agreement.

A. Eligibility for Longevity. Regular employees who have completed ten (10) and twenty (20) years of full-time service with the City of Downey shall receive Longevity Pay adjustments as follows.

Years of Service	Pay Adjustment
10 years	5.5000% above the base hourly rate
20 years	8.4020% above the base hourly rate

Effective start of pay period that includes January 1, 2028

Years of Service	Pay Adjustment
10 years	5.5000% above the base hourly rate
20 years	8.4020% above the base hourly rate
25 years	9.9020% above the base hourly rate

Effective start of pay period that includes January 1, 2029

Years of Service	Pay Adjustment
10 years	5.5000% above the base hourly rate
20 years	8.4020% above the base hourly rate
25 years	11.4020% above the base hourly rate

Eligible employees shall only receive one of the above referenced Longevity Pay adjustments.

Section 5. Education Incentive Pay. Employees covered by this Agreement shall receive additional compensation at the following rates upon attainment of the applicable educational/technical level. Employees are eligible to receive only one level of education pay.

A. Education Pay One - Effective the start of the pay period that includes January 1, 2015, an employee shall receive five percent (5%) of additional compensation for an Associate in Arts degree OR a combination of a California State Fire Officer Certificate AND completed fifteen (15) units of fire technology, fire science, fire administration, or fire engineering courses from an accredited college or university. General Education units may be substituted for fire related units on a two (2) for one (1) basis. Twenty (20) years of experience with the City may be substituted for four (4) technology courses.

B. Education Pay Two - Effective the start of the pay period that includes January 1, 2015, an employee shall receive eight and one-half percent (8.5%) of additional compensation for a Bachelor's degree OR a combination of meeting the criteria for Education Pay One AND completion of the curriculum for California State Chief Officer Certificate or the equivalent National Executive Fire Officer Program.

C. The City and the Association agree to reopen this section on Education Incentive Pay during the term of this Memorandum of Understanding if an agreement is reached between

the City and the Downey Firemen's Association during their current bargaining over a successor Memorandum of Understanding to implement greater education incentive (Technical Development Pay) rates than what are specified in this section.

Section 6. Pay for Testifying as a Civil Witness (in line of duty). An employee shall receive their regular salary (and expenses, if any) for time at court and to and from court, while testifying in any civil case on behalf of the City outside their regularly scheduled shift. Payments under this Section shall be reported on the timecard. The employee may submit reimbursement for expenses to the Finance Director.

Section 7. Uniforms, Maintenance, and Maintenance Allowance.

A. The parties agree that effective the start of the pay period that includes July 1, 2011, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental and maintenance of uniforms is $771.63 per employee. This amount is based on the average annual cost paid for by the City for each employee over the previous three fiscal years (FY 2014-2015, FY 2015-2016, and FY 2016-2017). The annual amount shall be reported at the rate of $29.68 per bi-weekly pay period.

B. In addition to the reportable amount in Section A above, the parties agree that the change in the payment method from yearly to bi-weekly that took effect on or about December 22, 2014 to comply with CalPERS regulations for reporting purposes shall be paid in the employee's regular bi-weekly payroll as follows:

1. Assistant Chief will receive two hundred dollars ($200.00) per year for supplemental purchases and twenty dollars ($20.00) per month for uniform and accessory maintenance for an annual total of four hundred forty dollars ($440.00) paid at the rate of sixteen dollars and ninety-two cents ($16.92) per bi-weekly payroll.

2. Battalion Chiefs will receive one hundred seventy-five dollars ($175.00) per year for supplemental purchases and fifteen dollars ($15.00) per month for uniform and accessory maintenance for an annual total of three hundred and fifty-five dollars ($355.00) paid at the rate of thirteen dollars and sixty-five cents ($13.65) per bi-weekly payroll.

In accordance with the Public Employees' Pension Reform Act (PEPRA), an employee hired on or after January 1, 2013, and classified as a "new member" within PEPRA (Government Code Section 7522 et. seq.) is not eligible to have the cost of the purchase and/or rental, and maintenance of uniforms and the uniform maintenance allowance that is paid by the City reported to CalPERS as special compensation.

Section 8. Bilingual Pay. Effective July 4, 2016, employees required to speak or translate Spanish as part of their regular duties will be compensated seventy dollars ($70.00) per biweekly pay period in addition to their regular salary. The Fire Chief has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified interpreter designated by the Human Resources Director to administer such examination.

Section 9. Assistant Fire Chief Assignment. The appointment of the Assistant Fire

Chief will be at the discretion of the Fire Chief. The Assistant Chief will be compensated at a rate of five and one-half percent (5.5%) above the rank of Fire Battalion Chief.

Section 10. Emergency Medical Technician (EMT) Certificate Pay. Employees covered by this agreement shall receive additional compensation at the following rate upon attainment of an EMT Certificate. Effective June 21, 2004, EMT certificate pay shall be five percent (5%). In order to be eligible for this pay, employees must maintain their certificate as required. Employees shall notify their supervisor should their certificate lapse, become suspended, revoked, or restricted for any reason.

Section 11. Calculating the Value of Special Compensation (Spec Comp). The value of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Education Incentive Pay and (2) EMT Pay. Any other special compensation items are not included in the compounding calculation.

If the employee receives one or both of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percentage of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

An example of the calculation method for a Fire Battalion Chief who works one hundred and twelve (112) hours in a two week pay period is as follows:

Employee Base Hourly Rate $52.9636	Reportable Earnings @ 112 hrs.	$5,931.92
1. BA Ed Pay Level II (8.5%)	Spec Comp Earnings	$ 504.21
2. EMT Pay (5.0%)	Spec Comp Earnings	$ 321.81

ARTICLE IV

WORK SCHEDULE

Section 1. Hours of Work – Suppression Personnel. Suppression personnel covered by this Agreement shall work an average of fifty-six (56) hours per work week under a three (3) platoon twenty-four (24) hour shift basis.

A. The "48/96 Work Schedule" – For fire suppression personnel, the work schedule known as the "48/96 Work Schedule" consists of two twenty-four (24) hour consecutive days of scheduled work followed by ninety-six (96) hours of consecutive time off duty. The "48/96 Work Schedule" will follow a twenty-four (24) day FLSA work period that is subject to the partial overtime pay exemption set forth in Section 7(k) of the FLSA. Components of this work schedule are as follows and shall apply to Battalion Chiefs accordingly:

B. There is no change to overtime pay practices as described in Article V of this Memorandum of Understanding.

C. The daily work activity schedule for the "48/96 Work Schedule" shall be included in Fire Department Administrative Policy, Volume 1, Chapter 8, Section 1, which is hereby incorporated by reference. The policy shall provide the start and end times of the daily work activity schedule, the list of assigned duties, their allocated times, and the order of performance of said duties which may be changed only pursuant to the meet and confer process between the City and the Association.

Section 2. Hours of Work - Assistant Fire Chief. The assignment shall work a forty (40) hour work week under a 4/10, 5/40, or a 9/80 work schedule

A. "4/10 Work Schedule" – The "4/10 Work Schedule" consists of four (4) consecutive work days of ten (10) working hours each, followed by three (3) consecutive days off in a seven (7) work period. At the discretion of the Fire Chief and if the employee so requests, they may be permitted to work either a "5/40 Work Schedule" or a "9/80 Work Schedule."

B. "5/40 Work Schedule" – The "5/40 Work Schedule" consists of five (5) consecutive work days of eight (8) working hours each, followed by two consecutive days off in a seven (7) day work period.

C. The seven (7) day Federal Labor Standards Act (FLSA) work period for the "4/10 Work Schedule" and the "5/40 Work Schedule" begins at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday.

D. "9/80 Work Schedule" – The "9/80 Work Schedule" consists of alternating weekly schedules in a two (2) week pay period, one of which consists of four (4) consecutive work days of nine (9) working hours each, followed by three (3) consecutive days off, and the other weekly schedule consists of five (5) consecutive work days of which four (4) days consist of nine (9) working hours each and one (1) work day consists of eight (8) working hours followed by two (2) consecutive days off. The FLSA work period for this work schedule is seven (7) days and shall begin four (4) hours into the eight (8) hour scheduled work day.

Section 3. Authority to Change Work Week Schedule. In order to provide for the public safety and efficiency of operations, the Fire Chief shall have the authority to allocate resources and establish work schedules of employees in work periods of five (5) or four (4) days per week. If, in the opinion of the Fire Chief, restructuring of the regular l work day or work week becomes necessary for the purpose of promoting efficiency, nothing herein shall be construed as preventing the Fire Chief from restructuring the regular work day or week of individual employees.

Section 4. Changes in the Regular Work Schedule. If, in the opinion of the Fire Chief, it should become necessary to establish schedules departing from the regular work day or work week, the Fire Chief shall give written notice of such change as far in advance as is reasonably practical. Excluding a change as described in Section 2(d) above, if the change is other than on an individual basis, the City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change.

ARTICLE V

OVERTIME (COMPENSATORY TIME)

Section 1. Compensation for Overtime. The nature of Fair Labor Standards Act (FLSA) exempt employment for the Battalion Chief classification is such that intermittent, occasional hours worked beyond the work schedule is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the Battalion Chief position. These factors of time and effort are incorporated when the compensation level of the FLSA exempt position is established. The parties agree that additional compensation shall be provided for such hours worked beyond the work schedule (see 29 CFR 541.604). Accordingly, in those instances where the Assistant Fire Chief or a Battalion Chief works beyond the regularly assigned work schedule for a Battalion Chief, their pay for such time shall be as follows:

A. **Straight Time.** All authorized hours worked beyond the employee's regularly assigned work schedule performed in an "Administrative" capacity shall be paid at straight time. This includes, but is not limited to, extra hours worked off duty, excluding shift work or emergency responses, such as attending staff meetings, providing or receiving staff training, serving on examination panels, and addressing other administrative matters.

B. **Time and One-Half.** All remaining authorized hours worked beyond the employee's regularly assigned work schedule not considered "Administrative" in nature, as noted above, shall be paid at time and one-half (1.5) the regular rate of pay for such employees, except that cash received by employees who opt out of health insurance shall not be included in those calculations. This includes all hours worked on duty in a suppression capacity during a shift assignment as a Battalion Chief. This also includes all assignments worked as part of a Strike Team, serving as a task force leader, or any assignment requiring response to emergencies.

An employee may elect to accumulate compensatory time in lieu of taking additional compensation for hours worked beyond the work schedule. Hours worked in shift trade shall be excluded as hours worked.

This new provision regarding additional compensation for hours worked beyond the work schedule will become effective upon City Council approval with no retroactivity. This provision shall not alter the FLSA exempt status of the Battalion Chief position, which is and remains classified as an FLSA exempt position (see 29 CFR 541.604).

Section 2. Overtime Policy. It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interest or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager; except, in the event of emergency, overtime may be authorized by the Fire Chief or their designee.

Section 3. Emergency Service Condition. In the event of a declared emergency or national or State disaster in the City of Downey, the City shall not be required to pay overtime. Regardless of any of the provisions of this Memorandum of Understanding, employees shall not be entitled to receive overtime during the first seven (7) calendar days of the severe emergency or disaster.

Section 4. Compensatory Time Off.

A. Compensatory time may be granted to employees in lieu of overtime pay in accordance with Fire Department Administrative Policy that is hereby incorporated by reference. An employee wishing to take compensatory time off must obtain the prior approval of their supervisor. When a supervisor requests that an employee take compensatory time off, employee needs must be considered and reasonable notice given by the supervisor to the employee. The need for calling in personnel for minimum manning shall not alone justify disapproval of the employee's compensatory time off.

B. Employees may cash in compensatory hours by giving sufficient notice to the Fire Chief and Finance Department. The City shall pay off all compensatory hours in excess of three hundred (300) hours (four hundred eighty (480) hours for 56-hour employees). The excess hours will be paid off the following January.

ARTICLE VI

HOLIDAYS

Section 1. Holidays. Eleven (12) holidays are provided as follows:

1. New Year's Day
2. Martin Luther King Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Day Before Christmas
11. Christmas Day
12. New Years Eve

Employees covered by this Agreement shall be compensated for holidays as follows:

A. PERSONNEL ON A 4/10, 5/40, or 9/80 WORK WEEK.

1. Employees shall receive eight (8) hours of pay for each holiday. When a holiday falls on a day the employee is scheduled to regularly work nine (9) or ten (10) hours, and the employee takes the day off, the employee shall add the one (1) or two (2) hours to total the number of hours in the regularly scheduled work day by choosing vacation, compensatory time, personal leave (deducted from sick leave), or time without pay. Sick leave other than personal leave may not be used to supplement the holiday hours.

2. If an employee is required to work on a scheduled holiday, they will receive the eight (8) hours of holiday pay. In addition, the employee will receive straight time for each hour worked on the holiday. The additional hours may be taken in the form of compensatory time off.

3. If a scheduled holiday falls on an employee's regular day off, they will receive eight (8) hours of compensatory time off. No additional holiday compensation will be provided.

B. PERSONNEL ON A 56-HOUR WORK WEEK.

1. In lieu of receiving holidays off, each 56-hour employee covered by this Agreement shall receive one hundred forty-four (144) hours off with pay each year that shall be scheduled in accordance with Fire Department Administrative Policy, Volume 1, Chapter 3, Section 9, herein incorporated by reference. Holiday hours may be accumulated. As an option to using their holiday time, employees may cash in their holiday time by giving sufficient notice to the Fire Chief and Finance Department.

ARTICLE VII

VACATION

Section 1. Accruals. Employees covered by this Agreement shall accrue vacation leave with pay on the following monthly basis:

Years of Service	40-hour Work Week	56-hour Work Week
0-5	10	15
5-10	11.3	17
10+	13.4	20

Section 2. Accrual Limits. Vacation shall be taken as per Fire Department Administrative Policy Volume 1, Chapter 3, Section 10, herein incorporated by reference. All eligible employees, however, shall be allowed to accumulate two (2) years allowance of vacation ("Maximum Accrual"). If an employee's vacation request is denied by the Fire Chief because of manpower shortages or operational needs, the employee shall be permitted to accumulate vacation in excess of two (2) years, which must be scheduled to be taken off within ninety (90) days, at a time mutually agreeable to both the supervisor and the employee or paid to the employee at the rate in effect at the time the employee would have taken their requested vacation. If at all possible the supervisor shall accommodate the employee's desires as to the taking of vacation. If the employee does not take the excess time off within the ninety (90) days, the employee shall not accrue additional vacation time until the accumulation drops below the two-year Maximum Accrual.

Section 3. Eligibility for Vacation Payoff. When an employee who has become entitled to receive vacation under this Article, separates from City service, either by retirement, permanent layoff or termination, the employee shall be entitled to be paid for unused earned vacation at the rate of pay in effect at the time of separation. An employee must work the last full pay period of the month in which they separate employment to receive the accrual for that month.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. The City Manager and/or the City Council may grant a permanent employee a leave of absence for a specific purpose without pay for a period not to exceed up to one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Personnel Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time the leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of the leave shall be considered a voluntary resignation, provided that the employee may appeal this automatic termination through the grievance procedure as though it were a non-voluntary termination. Except as may be provided by law, no employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay.

Section 2. Notice of Return to Work. An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

Section 3. Outside Employment While on Leave. An employee who engages in outside employment during said leave of absence without prior approval of the City Manager shall be subject to termination. Any employee who falsified a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

Section 4. Sick Leave Accrual.

A. As soon as practicable, sick leave shall be accrued on a bi-weekly based on the following monthly rate:

56-hour per week personnel – twelve (12) hours accrual each month

40-hour per week personnel - eight (8) hours accrual each month

B. Sick leave shall accrue without any limit on the number of hours an employee is permitted to accumulate. Sick leave shall not be considered as a privilege that an employee may use at their discretion but shall be allowed only in case of necessity and actual sickness or disability or as permitted by law.

Section 5. Use of Protected Sick Leave. Effective the start of the pay period which includes July 1, 2015, the first five (5) shifts or hours equivalent [e.g. fifty (50) hours for employees assigned to a 4/10 work schedule or one hundred twenty (120) hours for an employee on a 48/96 work schedule] of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code Sections 245-249). The twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1 at which point the employee's twelve (12) month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

A. Employees can use sick leave for themselves for preventive care (such as flu shots or physical exams) or care of a health condition;

B. Employees can use sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's child, parent, spouse or registered domestic partner, sibling, parents-in-law, grandparent, grandchild, or designated person. For purposes of this policy, a “designated person” means a person identified by the employee at the time the employee requests sick leave; however, an employee shall be limited to one designated person per 12-month period for sick leave.

C. Employees can use sick leave for Bereavement Leave purposes as outlined in Article VIII, Section 6 below.

D. Employees can use sick leave for a reproductive loss event, related to a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction as defined by law.

E. Employees may utilize sick leave when an employee is, or who has a family member who is, a victim of a qualifying act of violence, regardless of whether anyone is arrested, prosecuted, or convicted for the crime as provided by the Survivors of Violence and Family Members of Victims Right to Leave law. This includes taking time off for related court proceedings.

F. In order to receive compensation while absent on sick leave, the employee shall notify a designated supervisor prior to or within half (1/2) an hour of the time set for beginning duty. In all instances, if an employee is incapacitated, notification shall be waived until a reasonable period has elapsed. For any such absence, the employee shall file a written statement with the Fire Chief stating the cause of the absence. When an employee has taken more than five (5) consecutive work shifts or hours equivalent, the Fire Chief may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved by the Fire Chief unless the absence is for a statutorily protected sick leave.

G. The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the service of the City, except as required by federal or state law.

H. Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result in engaging in employment other than employment by the City for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

I. At the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of their own selection, and at their own expense, in addition to the report submitted by the City physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician

shall be selected by the first two physicians, and the final decision shall be made by the City Manager based upon the medical evidence submitted to them.

J. Sick Leave Payoff on Retirement or Death. Upon retirement of an eligible employee, one hundred percent (100%) of the employee's unused accumulated sick leave shall be deposited into the City Retirement Health Savings Plan to be used for eligible medical expenses. Effective June 28, 2016, the maximum number of hours that will be deposited is as follows: Two thousand eight hundred fifty (2,850) hours for a fifty-six (56) hour per week employee and one thousand nine hundred (1,900) hours for a forty (40) hour per week employee.

1. For employees hired on or after July 1, 1974, accrued sick leave shall be valued for the purposes of Section F above, on the following basis:

2. Sick leave earned for such employees shall be costed at the rate prevailing at the end of the fiscal year in which it was earned.

3. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate in effect at the time of taking sick leave. For covered employees, or retirees with 20 years of city service, or retirees with a physical disability or a psychological disability resulting from a direct consequence of on-the-job trauma, sick leave shall be paid at the prevailing rate.

K. Sick Leave Converted to Vacation. Forty (40) hour per week employees who have accrued three hundred sixty (360) hours of sick leave or five hundred forty (540) hours of sick leave for 56-hour per week employees, may convert each two (2) hours of accumulated sick leave to one (1) additional hour of vacation, provided that not more than eighty (80) hours for forty (40) hour per week employees or one hundred twenty (120) hours for fifty-six (56) hour per week employees of additional vacation days may be so converted in any one (1) fiscal year.

L. Sick Leave Conversion Upon Layoff. In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the sick leave deposit benefit as specified in H above. If such employee resigns after receiving official notification of their impending layoff, they shall be eligible for the above benefit.

Section 6. Bereavement Leave.

A. Any employee who has suffered a death of an immediate family member, may be allowed bereavement leave with pay not to exceed six (6) work days (for personnel on a forty (40) hour work schedule) or three (3) twenty-four (24) hour shifts (for personnel on a fifty-six (56) hour work schedule) per incident on the basis of one half (1/2) work day for each month of regular employment, which is deducted from the employee's accumulated leave balances. Immediate family shall include and be limited to the employee's mother, father, brother, sister, spouse, child, grandchildren, grandparents and current parent-in-laws.

B. All such claims for bereavement leave are subject to verification by the Fire Chief their designee.

Section 7. Workers' Compensation Injury on Duty. Employees covered by this Agreement shall be entitled to all rights provided under State Law.

Section 8. Employee Disability Leave.

A. This Section establishes a disability leave plan at seventy-five percent (75%) of the base salary for employees having more than one (1) year continuous service with the City and who have exhausted all accumulated sick leave, vacation, and compensatory time due to non-industrial illness or injury under the following eligibility schedule:

Maximum Time Allowance (Working Hours)

Years of Service	**Before Reimbursement**		**Additional After Reimbursement**		**Total**	
	40 hr.	56 hr.	40 hr.	56 hr.	40 hr	56 hr
1 through 5	240	360	120	180	360	540
6 through 10	360	540	180	270	540	810
Over 10	480	720	240	360	720	1080

B. Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by full medical justification from a physician chosen by the City at the direction of the City. Failure to submit to such an examination shall be a basis for terminating disability leave. If the City Manager approves the application, they shall notify the employee of such approval in writing.

C. After the employee returns to work from disability leave, the employee's sick leave accrual shall be reduced to four (4) hours per month for forty (40) hour per week employees and six (6) hours per month for fifty-six (56) hour per week employees and placed on a reimbursement schedule with the Payroll Office to reimburse the City the value of the time used for such employee disability leave. The employee may contribute vacation to accelerate employee's reimbursement to the City for providing the benefits under this Article.

D. No employee shall receive more than the "Total" set forth above for their length of service, during their entire employment with the City.

E. Grounds for termination of disability leave by the City Manager shall include, but not be limited to, the following reasons:

1. The employee has recovered from their illness or injury.

2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.

3. The disability leave was procured by fraud, misrepresentation or mistake.

4. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

F. In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as appropriate.

Section 9. Military Leave. Military Leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations to determine when such leave shall be taken.

Section 10. Jury Duty. The City will not provide release time for jury duty to employees covered by this Agreement. If the State and/or Federal Court Jury Commissioners rescind their present policy of granting exemptions from jury service to persons who do not receive paid release time for jury duty from their employers, so as to require jury duty service despite the absence of such pay from their employer, then the City's practice of providing paid leave time to employees for jury duty shall be reinstated immediately upon the effective date of such change for the applicable State and/or Federal Court.

A. In the event that an employee is called for jury duty and wishes to serve, accrued vacation leave, compensatory time or a leave of absence without pay shall be granted subject to the scheduling requirements of the City.

B. In the event that the court fully reimburses the City for the full salary of an employee on jury duty, the City will immediately reinstate the practice of providing paid release time to employees for jury duty.

C. In the event that an employee is called for jury duty and the court does not excuse jury service based on the non-payment of salary by the employer, the City shall grant said employee paid release time for the required jury duty.

Section 11. Executive Leave. The Assistant Fire Chief and Battalion Chiefs are eligible for one (1) day/shift of Executive Leave each four (4) months. Leave time is not cumulative and time off is discretionary with Fire Chief approval.

Section 12. Other Leave Entitlements. The City shall comply with all State and Federal leave entitlement laws.

ARTICLE IX

FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that exist during the term of this Memorandum of Understanding except dental insurance. This Article does not apply to health insurance, which is administered by CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA) and related regulations.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with and discuss the matter prior to any change of insurance carrier or method of funding the coverage.

ARTICLE X

MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. Medical Insurance.

A. Effective October 1, 2012, the City contracted with California Public Employees' Retirement System (CalPERS) for the provision of medical insurance benefits under the Public Employees Medical and Hospital Care Act (PEMHCA).

B. Effective the start of the pay period that includes January 1, 2026 and through December 31, 2027, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired by the City prior to June 28, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the highest premium rates for a Preferred Provider Option (PPO) medical plan offered by CalPERS.

a. Effective the start of the pay period that includes January 1, 2028 and through December 31, 2029, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired by the City prior to June 28, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the Peace Officers Research Association of California (PORAC) premium rates (Los Angeles Region) plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the PORAC (Los Angeles Region) medical plan for their respective eligible level of coverage.

C. Effective the start of the pay period that includes January 1, 2026 and through December 31, 2029, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired on or after June 28, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rates for the Kaiser HMO medical plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the Kaiser HMO plan premium for their respective eligible level of coverage.

D. The stated amounts of City paid medical premiums are inclusive of the CalPERS statutory minimum employer contribution under PEMHCA.

Section 2. Employee Waiver of Medical Coverage.

The City agrees to permit an employee to opt out of City-sponsored medical coverage as follows:

1. The employee must present proof to the Human Resources Director or designee that they and their qualified dependent(s) are covered by another employer's non-City-sponsored medical plan for the plan year;

2. The employee must sign a statement acknowledging the opt out of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and

3. The employee must sign a statement acknowledging their understanding that their qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next Open Enrollment period or as otherwise required by law under COBRA provisions.

4. Effective on or about July 1, 2016, the City agrees that the employee who is approved to opt out of medical coverage shall receive compensation for one of the following, depending on the level of non-City sponsored coverage the employee has provided proof of having:

   a. Three hundred dollars ($300.00) per month if waiver eligibility is for "employee only" coverage.

   b. Four hundred and fifty dollars ($450.00) per month if waiver eligibility is for "employee plus one" coverage.

   c. Six hundred and fifty dollars ($650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage.

5. Effective the first eligible pay cycle in which medical opt out is due, following City Council adoption of this Memorandum of Understanding, the eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced Open Enrollment period for medical insurance changes effective January 1.

Section 3. Dental Insurance.

A. HMO Dental Plan. The City shall continue its contribution of thirty-one dollars and ninety-five cents ($31.95) per month towards a HMO dental benefit plan for employee and their qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee.

B. Delta Dental PPO Plan. The City shall maintain its Delta Dental PPO plan, which is a self-funded plan administered by Delta Dental, and agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards the total monthly premium.

1. Plan premiums are calculated annually based on the prior year's claims experience, administrative fees, and an industry trending projection. This calculation shall be conducted by Delta Dental for communication by the City during the announced annual Open Enrollment period.

Section 4. Life Insurance. Each employee covered by this Agreement shall be provided with basic group term life insurance in the amount of $100,000.00.

Section 5. Long-Term Disability Insurance (LTD). The City shall provide employees covered by this Agreement with group LTD insurance coverage.

ARTICLE XI

RETIREMENT

Section 1. California Public Employees' Retirement System (CalPERS) Coverage. Employees covered by this Agreement participate in the California Public Employees' Retirement System (CalPERS). Employee options are described in a contract between the City of Downey and CalPERS.

Section 2. Retirement Formula and Contributions.

A. FIRST TIER

1. Employees hired in a safety classification prior to December 9, 2011 shall be provided the 3% at age 50 retirement formula as set forth in California Government Code Section 21362.2.

a. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employees' statutorily required member contribution of nine percent (9%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

b. Effective the pay period that includes January 1, 2025, employees shall have deducted eight and one-half percent (8.5%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516(f).

c. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

d. First tier benefits are available only to "classic" members (i.e., those members that do not meet the statutory definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code section 7522.04(f) and who were hired prior to December 9, 2011).

B. SECOND TIER

1. Employees hired into a safety classification on or after December 9, 2011, but before January 1, 2013, shall receive the 3% at age 55 retirement formula pursuant to California Government Code Section 21363.1.

a. Employees covered hereunder shall pay, on a pre-tax basis, the nine percent (9%) statutorily required member contribution to CalPERS.

b. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

c. Second tier benefits are available only to "classic" members (i.e., those members that do not meet the statutory definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code section 7522.04(f) and hired on or after December 9, 2011, but before January 1, 2013.

C. THIRD TIER ("PEPRA" TIER)

1. Employees who meet the definition of "new member" set forth in Government Code section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to the following:

a. Retirement formula of 2.7% @ 57 (Government Code section 7522.25);

b. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS;

c. There shall be no Employer Paid Member Contribution (EPMC) by the City;

d. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code section 7522.34; and

e. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

Section 3. City Contribution to a Retirement Health Savings (RHS) Plan. As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, this Section is revised to comply with PEMHCA and avoid any added cost to the City's mandated contribution for retirees. The City will contribute the following monthly amount toward a retiree's RHS account upon meeting eligibility at retirement.

A. The following City contribution amounts shall be referred to herein as the "retiree medical contribution":

Employees who retire after July 1, 1987 -	$98.00
Employees who retire after July 1, 2002 -	$200.00
Employees who retire after July 1, 2003 -	$235.00
Employees who retire after July 1, 2004 -	$270.00

1. The City's retiree medical contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in Cal. Government Code § 22892(c).

B. Eligibility Requirements. The maximum monthly City retiree medical contribution amount specified in Section A above shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in the City's CalPERS health plans, pursuant to CalPERS rules and regulations, and receive the maximum monthly City retiree medical contribution amount specified in Section A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement the employee has a minimum of ten (10) years of service, or is granted a service-connected disability retirement; and

2. At the time of retirement the employee is employed by the City; and

3. Effective the day after official separation from the City the employee has been granted a retirement allowance by the California Public Employees' Retirement System.

4. The City's obligation to pay said monthly contributions shall be modified downward or cease during the lifetime of the retiree upon the happening of any one of the following:

   a. During any period the retired employee is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the premium contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another employer. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement of those amounts inappropriately expended and the retiree's eligibility to receive benefits will cease.

   b. If the retired employee becomes eligible to enroll, automatically or voluntarily, in Medi-Cal or Medicare, the City's plan shall provide secondary coverage only and the City's contribution rate set forth above shall be adjusted downward accordingly.

   c. In the event the Federal government or State government mandates an employer funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's contribution rate set forth above shall be first applied to that plan. If there is any excess, that excess may be applied toward the City medical plan as supplemental coverage provided the retired employee pays the balance owing for such coverage if any.

   d. Upon the death of the retired employee, the monthly contributions shall cease. The surviving spouse shall be able to continue coverage by paying the appropriate premium.

ARTICLE XII

TUITION REIMBURSEMENT

Section 1. Reimbursement Rates. With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

ARTICLE XIII

PROBATIONARY PERIOD

Section 1. Length of Probation/Extensions. An original appointment will be tentative and subject to a probationary period of not less than eighteen (18) months, except that the City Manager may extend the probationary period for a class up to an additional six (6) months or for a marginal employee for up to an additional three (3) months. The promotional appointment will be tentative and subject to a probationary period of not less than twelve (12) months. Should the appointing authority desire to terminate any probationary employee, the appointing authority shall notify such employee not later than two (2) weeks prior to the end of the probationary period.

Section 2. Process for Retention/Termination. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the personnel officer a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. In the case of an original appointment, if such a statement is not filed, the employee will be deemed to be unsatisfactory and their employment terminated at the expiration of the probationary period. In the case of a promotional appointment, the employee shall be reinstated to the position from which they were promoted.

Section 3. First of the Month. All probationary periods shall extend to the first day of the month following the period of probation.

ARTICLE XIV

SENIORITY

Section 1. Definition. Seniority is defined as the length of an employee's continuous service within rank from their last date of promotion, and shall apply in the manner and to the extent set forth in the remainder of the Article.

Section 2. Probationary Employees Excluded. Probationary employees shall have no seniority rights, but shall acquire seniority from date of hire upon completion of their probationary period.

Section 3. Layoff and Recall. Seniority shall apply between employees in a rank for purposes of layoff and recall.

Section 4. Bumping Rights. An employee who is subject to layoff pursuant to this Section may exercise their seniority in the next lower rank within the Fire Department provided that the employee has satisfactorily held the same position in the rank in which the employee seeks to exercise seniority. The employee with the earliest promotion date to that rank will be considered to have seniority for that position.

ARTICLE XV

CITY RIGHTS

Section 1. Management Rights. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.

B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

C. To determine or change the nature, manner, means, and technology, types of equipment and extent of services to be provided to the public.

D. To determine or change methods of financing.

E. To determine and/or change the facilities and size of the work force by which the City operations are to be conducted.

F. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions.

G. Establish and/or change work schedules and/or work assignments in accordance with this Agreement and existing departmental rules, regulations and procedures.

H. To relieve employees from duties for lack of work or lack of funds.

I. To establish and modify productivity and performance programs and standards and to require compliance therewith.

J. To discharge, suspend, demote or otherwise discipline permanent non-probationary employees for proper cause.

K. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.

L. To determine policies, procedures and standards for selection, training and promotion of employees.

M. To maintain order and efficiency in its facilities and operation.

N. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.

O. To take any and all necessary actions to carry out the mission of the Agency in emergencies.

Section 2. Impact of Management Rights. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is specifically provided for in this Memorandum of Understanding or in Personnel or Departmental Rules and Regulations and/or salary resolutions of the City which are incorporated by this reference in this Agreement.

Section 3. Health and Safety. The City shall not exercise any of the foregoing rights in an arbitrary, capricious or invidiously discriminatory manner as to injure the health and/or safety of the employees.

ARTICLE XVI

EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deductions. The City shall deduct dues on a regular basis from the pay of all employees in the classifications and positions recognized to be represented by the Association who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The City shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deduction or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted for the employees pursuant to this Article.

ARTICLE XVII

NO STRIKE - NO LOCKOUT

A. PROHIBITED CONDUCT

Section 1. No Job Action. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform

services.

Section 2. No Lockout. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3. Consequence for Prohibited Conduct. Any employee who participates in any conduct prohibited in Section I above shall be subject to termination by the City.

Section 4. Suspension of Employee Organization Rights. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Association Responsibility, Section I, the City may suspend any and all of the rights and privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards and facilities.

Section 5. Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section I above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in Section I above and return to work.

Section 6. Hold Harmless. If the Association performs all of the responsibilities set forth in Section I above, its officers, agents, representatives or members shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section I above.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. Grievance. Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Memorandum of Understanding and departmental rules and regulations or as an appeal of a disciplinary action.

A. Procedural Due Process Rights. Appeals of punitive action pursuant to Government Code §3254.4 (the Firefighters Procedural Bill of Rights Act) shall be conducted pursuant to the procedures set forth in Government Code Sections 11512-11519.

Except, however, that appeals of written reprimands only, shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 which provides for an informal hearing procedure.

The informal hearing procedures shall be conducted pursuant to Government Code sections 11445.40 to 11445.50. The presiding officer shall be selected from a list of seven neutral hearing officers from the State Mediation and Conciliation Service. In the event that the

parties cannot agree upon a mutually acceptable hearing officer from the list of seven (7), the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer. The presiding officer shall regulate the course of the proceeding. The presiding officer shall permit the parties and may permit others to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence, and argument, and may limit or eliminate the use of pleadings, intervention, discovery, prehearing conferences, and rebuttal. A request for an appeal of a written reprimand shall be submitted in writing to the Human Resources Director within ten (10) calendar days of receipt of the written reprimand.

Section 2. Conduct of the Grievance Procedure. An employee may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review, or may be represented by a recognized employee organization or may represent themselves.

A. Any retroactivity on monetary grievances shall be limited to ninety (90) days prior to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

B. All time limits specified may be extended to a definite date by mutual agreement of the employee or their Association representative, and the decision-making management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

Section 3. Grievance Steps. Grievance procedure shall provide for the following steps:

Step One. Informal Procedure. An employee must first attempt to resolve a grievance without delay through discussion with a supervisor on an informal basis. The grievance shall begin at the level of supervision that ultimately took the action that resulted in the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, they shall have the right and obligation to discuss it with their supervisor's immediate superior, if any, and through the chain of command to the Fire Chief if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the Fire Chief. In order that this informal procedure may be responsive, all parties involved shall expedite this process.

In no case may more than fourteen (14) calendar days elapse from the date of the alleged incident or action giving use to the grievance or fourteen (14) calendar days from the date the employee should have reasonably known about the alleged incident and the first meeting with the supervisor discussed in this section. The employee shall have up to seven (7) additional days for each level of supervision; however, the time shall not be cumulative. Failure to meet any of these timelines shall mean that the grievance shall be barred and waived.

Appeals of disciplinary action begin one level of supervision above the supervisor taking the disciplinary action. Terminations are appealed in accordance with Step Four.

Step Two. Formal Procedure. If the grievance is not resolved through the informal process and the employee has complied with all time limits, then the employee shall have the right to file the grievance in written form and present it to the Fire Chief within ten (10) calendar days from the decision or completion of the informal process. The written grievance shall state

all facts plus the specifics of the alleged dispute. Failure of the employee to take action within the time limit set forth above will constitute termination of the grievance.

The Fire Chief shall review the written material submitted by the employee and may require the employee's supervisor and/or superior officers to submit written material regarding this grievance. Copies of these materials will be given to the employee prior to meeting with the Fire Chief. The department head shall render a decision and comments in writing which shall be given to the employee within ten (10) calendar days of the meeting between the employee and the department head.

Step Three. Employee Relations/Human Resources Director. If the grievance is not resolved in Step Two, the employee may, within ten (10) calendar days present the grievance in writing to the Employee Relations/ Human Resources Director for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the Employee Relations/ Human Resources Director shall forward the grievance to the designated management representative who shall attempt to resolve the grievance with the employee. If the employee is being represented by a recognized employee organization, the Employee Relations/ Human Resources Director shall convene a joint meeting of the recognized employee organization and management representative who shall attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, both parties shall advise each other, in writing, as to their respective positions.

Step Four. Grievance Hearing. If the grievance is not resolved in Step Three, the employee may, within ten (10) calendar days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. Failure of the employee to take this action will constitute termination of the grievance. The Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven (7), the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer.

The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager

Step Five. City Manager's Decision. Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

ARTICLE XIX

MISCELLANEOUS

Section 1. Third Party Legal Actions Against Assistant Fire Chief and Battalion Chiefs. If a determination is made by the department that the employee involved has met the condition that the action given rise to the legal proceeding was taken by the employee during the course and scope of the employee's employment, without malice and in the apparent best

interest of the City, then the City shall afford legal representation to the employee in any civil or criminal process.

Section 2. Substance Abuse Policy. The City of Downey and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. “On the job” means while on City premises, at work locations, or while on duty or being compensated on an “on call status.”

The City of Downey and the Association recognize that their future is dependent on the physical and psychological wellbeing of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey’s employees and citizens.

The purpose of this section is to define the City’s drug and alcohol policy as well as the possible consequences of policy violation.

A. Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Officers that are undertaken in accordance with the direction of the Police Department.

B. When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform their job safely is reduced.

C. Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

D. The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be collected in a DOX Security Container System or other system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National Institute on Drug Abuse and comply with established guidelines for “chain of custody” to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

E. Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if they so choose, a positive test result.

F. While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify their supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

G. Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to their/ employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation/counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

ARTICLE XX

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. Sole Source. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of understanding, or memorandums of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law or City Charter.

Section 2. Inclusion of Other Rules and Regulations. Notwithstanding the provisions of Section 1 above, there exists within the City of Downey, certain personnel resolutions, ordinances, and departmental rules, regulations and procedures. To the extent that this Memorandum does not specifically contravene provisions of these personnel resolutions,

ordinances, and departmental rules, regulations and procedures; these personnel resolutions, ordinances, and departmental rules, regulations and procedures are specifically incorporated herein.

ARTICLE XXI

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matters during the term of this Memorandum.

ARTICLE XXII

RE-OPENER

The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

ARTICLE XXIII

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXIV

SEPARABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXV

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on January 1, 2026 and shall continue in full force and effect until December 31, 2029.

ARTICLE XXVI

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 24th day of February, 2026.

CITY OF DOWNEY:

By: _____
James McQueen
Human Resources Director

THE DOWNEY FIRE MANAGEMENT ASSOCIATION:

By: _____
Daniel Rasmussen, President

By: _____
Peter Browne, Member

By: _____
Jorge A. Villanueva, Member

By: _____
Salvatore A. Piscitelli, Member

APPROVED AS TO FORM:

By: John M. Funk
John M. Funk, City Attorney

EXHIBIT A

CLASSIFICATIONS REPRESENTED BY THE DOWNEY FIRE MANAGEMENT ASSOCIATION

FIRE BATTALION CHIEF
ASSISTANT FIRE CHIEF (Assignment)

EXHIBIT B

PAY SCHEDULE

PAY SCHEDULE EFFECTIVE DECEMBER 22, 2025

Position Title	A	B	C	D	E
Fire Battalion Chief	58.4268	61.6401	65.0301	68.6073	71.2805
Assistant Fire Chief	86.2961	91.0425	96.0500	101.3325	105.2812

PAY SCHEDULE EFFECTIVE DECEMBER 21, 2026

Position Title	A	B	C	D	E
Fire Battalion Chief	61.3481	64.7221	68.2816	72.0377	74.8445
Assistant Fire Chief	90.6109	95.5946	100.8525	106.3991	110.5453

PAY SCHEDULE EFFECTIVE DECEMBER 20, 2027

Position Title	A	B	C	D	E
Fire Battalion Chief	64.4155	67.9582	71.6957	75.6396	78.5867
Assistant Fire Chief	95.1415	100.3743	105.8951	111.7191	116.0726

PAY SCHEDULE EFFECTIVE JANUARY 1, 2029

Position Title	A	B	C	D	E
Fire Battalion Chief	67.6363	71.3561	75.2805	79.4216	82.5160
Assistant Fire Chief	99.8986	105.3930	111.1899	117.3051	121.8762

Item No. 8.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY POLICE OFFICERS' ASSOCIATION**

EXECUTIVE SUMMARY

The City Council will consider approving a Memorandum of Understanding (MOU) between the City of Downey and the Downey Police Officers' Association (DPOA) as a successor to the prior agreement, which expired on December 31, 2025.

RECOMMENDATION

That the City Council:

> Adopt Resolution No. 26-8339, approving the Memorandum of Understanding between the City of Downey and the Downey Police Officers' Association (January 1, 2026 – December 31, 2029).

BACKGROUND

At its meeting on September 9, 2025, the City Council authorized James McQueen, Director of Human Resources, as the City's representative to begin labor negotiations with the Downey Police Officers' Association (DPOA) for a successor Memorandum of Understanding (MOU). The MOU expired on December 31, 2025. After a series of meetings with the association, the process was concluded on February 13, 2026.

ANALYSIS

An agreement has been reached between the City and the DPOA on a successor Memorandum of Understanding (MOU) for the term of January 1, 2026 to December 31, 2029. DPOA represents the sworn classifications of Police Officer and Police Sergeant. The MOU includes the following provisions with economic impact:

- A 5% across the board pay increase effective January 1, 2026; 4% across the board pay increase effective January 1, 2027; 4% across the board pay increase effective January 1, 2028; and a 4% across the board pay increase effective January 1, 2029.
- Effective July 1, 2027, a 1% increase to the Bachelor's degree or Advanced POST Certificate pay.
- Effective January 1, 2029, a 1% increase to the Bachelor's degree or Advanced POST Certificate pay.
- Effective July 1, 2027, the addition of a 3.5% special assignment pay for the Detective Division, Special Enforcement Team, Professional Standards Sergeant, Special Operations Sergeant, Traffic Detective, Accident Investigator, Mental Health Team, School Resources Officer and K-9 special assignments within the Police Department.

- Effective January 1, 2028, a reduction of the currently provided maximum City medical insurance contribution to the Peace Officers Research Association of California (PORAC) premium rate.

In addition to economic items, other revised or added contract language changes are included based on the need to clarify or update provisions in accordance with practice or law, as follows:

- Language adjustments to include side letter language updates, remove historical information and clarify current departmental practice.
- Updates to sick leave language to comply with new enacted laws.

Additionally, the MOU includes a re-opener provision for discussions during the term of the MOU to discuss labor cost-saving measures if needed.

The negotiated provisions have been ratified by the Association membership. This MOU is a product of a labor negotiation process involving the DPOA and City management representatives and was completed in accordance with State law, the City's Employer-Employee Relations Ordinance, and personnel rules and regulations.

CITY COUNCIL PRIORITIES

Fiscal Responsibility

FISCAL IMPACT

Approval of the recommended action will result in increased personnel costs in the approximate amounts of $1,618,132 in Contract Year 1, $1,574,431 in Contract Year 2, $1,705,999 in Contract Year 3, and $1,916,908 in Contract Year 4.

Attachments

Attachment A - Resolution No. 26-8339 - Approving MOU between City of Downey and the Downey Police Officers' Association (01-01-26 -12-31-29).pdf

Attachment B - DPOA MOU Final 02.24.2026.pdf

RESOLUTION NO. 26-8339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY POLICE OFFICERS' ASSOCIATION (JANUARY 1, 2026 – DECEMBER 31, 2029)

WHEREAS, the City of Downey, hereinafter referred to as "City," and the City of Downey Police Officers' Association, hereinafter referred to as "DPOA," have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

WHEREAS, as a result, the City and the DPOA have reached an agreement as memorialized in a written Memorandum of Understanding covering the period of January 1, 2026 through December 31, 2029.

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

SECTION 1. The Memorandum of Understanding between the City and the DPOA, attached hereto as Exhibit A, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

SECTION 2. The Director of Human Resources is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 24th day of February, 2026.

CLAUDIA M. FROMETA, Mayor

ATTEST:

MARIA ALICIA DUARTE, CMC
City Clerk

APPROVED AS TO FORM:

John M. Funk

JOHN M. FUNK
City Attorney

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 24th day of February, 2026, by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

MARIA ALICIA DUARTE, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF DOWNEY

AND

THE DOWNEY POLICE OFFICERS' ASSOCIATION

January 1, 2026 to December 31, 2029

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DOWNEY AND
THE DOWNEY POLICE OFFICERS' ASSOCIATION

ARTICLE I

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Police Officers' Association as the majority representative of sworn personnel members of the Downey Police Officers' Association including all employees in classifications listed on Exhibit A, excluding all other personnel of the Police Department. The City has recognized the Downey Police Officers' Association for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 et seq, and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

ARTICLE II

NON-DISCRIMINATION

Section 1. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Ordinance and Government Code Sections 3500 to 3511.

Section 2. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provisions of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Section 3. The City and Association agree to comply with applicable State and Federal laws and regulations regarding employment of the disabled.

ARTICLE III

BASIC COMPENSATION PLAN

Section 1. Salary Increases / Adjustments / Retroactive Pay.

A. All employees covered by this Memorandum of Understanding shall receive the following salary increases as referenced in Exhibit A:

1. Effective the start of the pay period that includes January 1, 2026, or sixty (60) days prior to City Council adoption of the MOU, whichever date occurs later, a five percent (5%) across the board base pay range increase.

2. Effective the start of the pay period that includes January 1, 2027, a four percent (4%) across the board base pay range increase.

3. Effective the start of the pay period that includes January 1, 2028, a four percent (4%) across the board base pay range increase.

4. Effective the start of the pay period that includes January 1, 2029, a four percent (4%) across the board base pay range increase.

Section 2. Plan of Salary Schedules.

A. Description of Schedules. The pay schedule consists of a set of monthly/hourly pay ranges. Each pay range is designated by a grade code per represented class. Each pay range consists of five (5) steps of monthly/hourly compensation, each of which is designated by step letter (A through E).

B. Hourly Equivalent Calculation. For payroll purposes, the base hourly equivalent of a monthly base rate is calculated by dividing twelve (12) times the monthly rate by two thousand eighty (2,080) hours (forty (40) hours times fifty-two (52) weeks per year).

Section 3. Eligibility for Merit Salary Advancement.

A. Eligibility for Salary Step Increase.

1. Salary step increase shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection B below.

2. All full-time appointments shall be made at the first step of the pay range assigned that class unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.

3. No salary advancement shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

B. Qualification for Salary Step Advancement.

1. Advancement shall not be automatic but shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of their supervisor, length of service, performance record, special training undertaken, and other objective evidence.

2. Only employees rated as meeting the standard of fully effective work performance shall be qualified to advance to the salary steps B, C, D and E in accordance with City personnel rules and procedures.

C. Merit Evaluation.

1. Every employee shall receive an objective, written job performance rating no sooner than three (3) weeks before, nor later than five (5) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this Section shall prohibit the department head or an authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this section.

2. An employee shall receive a rating from the supervisor(s) having knowledge of the employee's performance. This rating shall be reviewed by the department head. If an employee does not receive a merit increase due to the performance evaluation rating, the employee may appeal through the Grievance Procedure. If an employee can show that other employees have received merit increases and have received substantially the same performance evaluation within the last twelve (12) months of that being appealed, that fact shall be sufficient to support the appeal.

Section 4. Salary Schedule Step Reduction. Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reductions in pay.

Section 5. Longevity Pay.

A. Eligibility for Longevity Pay. As early as at least July 1, 2011, regular employees who have completed five (5), ten (10), twenty (20), and twenty-five (25) years of service (which went into effect June 28, 2010) with the City of Downey have and shall continue to receive longevity pay adjustments as follows.

Service	Compensation Adjustment
5 years	2.7500%
10 years	5.5000%
20 years	8.4020%
25 years	13.0000%

1. Years of service served as a Peace Officer Standards and Training (POST) certified Peace Officer in another agency shall apply toward longevity eligibility as though earned with the City of Downey.

Section 6. Education Incentive Pay. Employees covered by this Agreement shall receive additional compensation at the following rates upon attainment of the applicable educational level which enhance the employee's ability to do their job.

A. Associate of Arts degree and/or Intermediate Police Officer Standards and Training (POST) Certificate - seven percent (7%).

B. Bachelor's degree or Advanced POST Certificate - ten and one-half percent (10.5%),

a. Effective the start of the pay period that includes July 1, 2027, Bachelor's degree or Advanced POST Certificate pay shall increase by one (1) percent to a total of eleven and one-half percent (11.5%),
b. Effective the start of the pay period that includes January 1, 2029, Bachelor's degree or Advanced POST Certificate pay shall increase by one (1) percent to a total of twelve and one-half percent (12.5%),

C. Degrees stated above may be substituted by equivalent college units at a rate of sixty (60) semester units for an Associate's degree or ninety (90) quarter units and one hundred twenty (120) semester units for a Bachelor's degree or one hundred eighty (180) quarter units. Equivalent Bachelor's degree units must have a minimum of forty (40) upper division semester units or sixty (60) quarter units.

Section 7. Court Time / Call in Pay.

A. Court time is time required to be spent by employees of the Police Department in response to a subpoena, a coroner's inquest, a hearing or trial on a civil action on behalf of the City, or criminal case at a time other than that regularly required of such employee for their employment, for the purpose of testifying as to knowledge acquired in the course of their employment with the City. This definition shall apply to subpoenas issued for taking of depositions. Employees who are off duty on sick leave benefits, as described in Article VIII, Section 4, of this Agreement, or Workers' Compensation as described in Article VIII, Section 6, or when testifying at any grievance, City Council or other hearing on behalf of himself, another employee or the Association, shall not accrue additional time or compensation as court time.

B. Compensation for Court Time.

1. Off-duty employees shall be compensated for the actual time required for court appearances, travel to and from court and reasonable preparation time (e.g., to review reports, videos, etc.), or a minimum of four hours, whichever is greater, at one and one-half times the employee's regular rate. Court appearances requiring extensive travel and preparation time, shall require advanced supervisory approval.

2. Payments. Payments under this Section shall be on the regular pay day following such court appearance. The Chief of Police shall make a report to the Director of Finance prior to each pay date, listing the employee's earning benefits under this Section. Such report shall indicate the court time each employee earned in the previous pay period and whether they have elected to receive equivalent compensatory time when appearing as a witness.

3. Standby Compensation. Minimum standby time for court assignments shall be compensated as follows:

    a. Two (2) hours at one and one-half times the employee's regular rate for the morning standby.

    b. Two (2) hours at one and one-half times the employee's regular rate for the afternoon standby.

    c. If the employee is called into court, or called in for duty, the employee shall be paid four (4) hours or the actual number of hours in court or worked, whichever is greater, at one and one-half times the employee's regular rate.

Section 8. Special Assignment.

A. Corporal (Reported to CalPERS as Lead Worker/Supervisor Premium). The Chief of Police shall have the authority and discretion to designate and/or remove any Police Officer as a Police Corporal. The Police Corporal shall function as a lead worker over other Police Officers in their assigned division. A Police Officer routinely and consistently assigned as Police Corporal shall receive five and one-half percent (5.5%) as additional compensation calculated in accordance with Section 9. Calculating the Value of Special Compensation, while being assigned as a Police Corporal.

B. Motorcycle Officer (Reported to CalPERS as Motorcycle Patrol Premium). The Chief of Police has the authority and the discretion to designate and/or remove any Police Officer as a Motorcycle Officer. Police Officers who are routinely and consistently assigned as Motor Officers shall receive a Motor Officer bonus of eleven (11%) calculated in accordance with Section 9. Calculating the Value of Special Compensation, to ride a two-wheel (2) motorcycle. Any Police Officer who is designated and assigned by the Chief of Police as a Motorcycle Officer to ride on a full-time basis a three-wheel (3) motorcycle shall receive five and one-half percent (5.5 %) per month calculated in accordance with Section 9. Calculating the Value of Special Compensation. Motor Officers shall be eligible for three and one-half percent (3.5%) FTO pay for hours worked training new Officers.

C. Field Training Officer (FTO) (Reported to CalPERS as Training Premium). The Chief of Police shall have the authority and discretion to designate and/or remove any Police Officer who is routinely and consistently assigned to train employees as an FTO. Members serving as FTOs are routinely and consistently assigned to train employees. A Police Officer designated and assigned as a FTO shall receive additional compensation of three and one-half percent (3.5%) calculated in accordance with Section 9. Calculating the Value of Special Compensation and employees so designated shall receive such compensation at all times. The Association and its members understand, agree and acknowledge that the removal of the FTO assignment does not constitute a punitive action under Government Code 3304 (B). An officer who is removed from the FTO assignment shall be entitled to grieve the removal, but in no instance shall be allowed to grieve beyond Step Three of the grievance procedure contained in this MOU.

D. Detective Division (Reported to CalPERS as Detective Division Premium). Effective the start of the pay period that includes July 1, 2027, all Police Officers and Sergeants routinely and consistently assigned to the Detective Division shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned. The Detective Bureau shall designate detective personnel as an FTO who is assigned to train new

Officers and new Detectives. The Detective FTO shall be eligible for e Field Training Officer pay in accordance with Article III., Section 8,C.

E. Special Enforcement Team (Reported to CalPERS as Police Administrative Officer). Members of the SET team are routinely and consistently assigned to police administration to provide support for the police chief and command staff in the operation of the police department Effective the start of the pay period that includes July 1, 2027, all Police Officers and Sergeants routinely and consistently assigned to the Special Enforcement Team shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned.

F. Professional Standards Sergeant (Reported to CalPERS as Police Administrative Officer)**.** This position is routinely and consistently assigned to police administration to provide support for the police Chief and command staff in the operation of the police department. Effective the start of the pay period that includes July 1, 2027, Police Sergeants assigned as the Professional Standards Sergeant shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned.

G. Special Operations Sergeant (Reported to CalPERS as Police Administrative Officer). This position is routinely and consistently assigned to police administration to provide support for the police Chief and command staff in the operation of the police department. Effective the start of the pay period that includes July 1, 2027, Police Sergeants assigned as the Special Operations Sergeant shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned.

H. Traffic Detective (Reported to CalPERS as Detective Division Premium). Effective the start of the pay period that includes July 1, 2027, all Police Officers routinely and consistently assigned as Traffic Detectives shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned.

I. Accident Investigator (Reported to CalPERS as Police Investigator Premium). All Police Officers routinely and consistently assigned as Accident Investigators shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned. Effective the start of the pay period that includes July 1, 2027, Police Officers who are assigned as Accident Investigator's shall be eligible for three and one-half percent (3.5%) FTO pay for hours worked when training new Officers.

J. Mental Health Team (Reported to CalPERS as Police Liaison Premium). The MHT assignment are routinely and consistently assigned to function as a liaison between special persons or groups (i.e., those experiencing mental health issues) and the police department All Police Officers and Sergeants designated and assigned to the Mental Health Team shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned. Effective the start of the pay period that includes July 1, 2027, Police Officers who are assigned to the Mental Health Team shall be eligible for three and one-half percent (3.5%) FTO pay for hours worked when training new Officers.

K. School Resources Officer (Reported to CalPERS as Juvenile Officer Premium). The position of School Resources Officers responsible for enforcing laws that restrict juveniles. Effective the start of the pay period that includes July 1, 2027, All Police Officers routinely and consistently assigned as School Resources Officers shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned.

L. K-9 Program Assignment (Reported to CalPERS as Canine Officer/animal Premium).

1. **Response Time.** In order to be eligible to qualify as K-9 Officer (canine handler), an Officer's place of residence must be within fifty (50) miles of the Downey Police Department.

2. **K-9 Assignment Pay.** Each employee performing the assignment of K-9 Officer will receive four (4) paid hours off per week within the regular work schedule and thirty (30) minutes of compensatory time off each twenty-eight (28) day work period which is considered compensation for hours worked under the Fair Labor Standards Act (FLSA) for the time spent (as an Officer-canine handler) outside of their regular work duties in caring for the canine throughout the week.

3. The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this Section to fully comply with the requirements of the FLSA. In addition, both parties believe that this Section of the MOU does comply with the requirements of the FLSA. The City and Officers understand and agree that four (4) hours compensation each week and thirty (30) minutes of compensatory time off each twenty-eight (28) day work period are intended to compensate K-9 Officers for all off-duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor, employees in the K-9 assignment must limit their off-duty hours to a maximum of thirty (30) minutes per calendar day because they are only being paid for thirty (30) minutes per calendar day.

4. K-9 Officers shall bid their shifts by seniority based upon their time as a K-9 officer.

Effective the start of the pay period that includes July 1, 2027, all Police Officers designated and assigned as K-9 Officers shall receive three and one-half percent (3.5%) as additional compensation above their base rate of pay while so assigned.

M. Assignment Removal Appeal. The removal of an officer from a special assignment shall be subject to the Grievance Procedure, except removal of an officer from the FTO program shall be subject to the grievance procedure only if the removal was for disciplinary reasons.

N. Maximum Special Assignment Pay. The maximum additional compensation any Officer shall receive under this Section shall be eleven percent (11%) of the Officer's rate of pay. However, employees in special assignments in accordance with this section who are assigned to train a new Police Officer shall be eligible for three and one-half percent (3.5%) FTO pay for hours worked when they are actually training in accordance with this section. This is an exception to the maximum special assignment pay provision and only applies on a per hour basis while training is being performed. Additionally, personnel assigned as a Field Training Officer in the Detective bureau shall be an exception to this rule and allowed to exceed the established maximum if applicable.

Section 9. Calculating the Value of Special Compensation (Spec Comp). Beginning or earlier than July 1, 2011, the value of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Education Incentive Pay; (3) Special Assignment Pay [a. Corporal (Master Police Officer); b. Field Training Officer (FTO) (Training Premium); c. Motorcycle Pay]. Any other special compensation items are not included in the compounding calculation. Also, pursuant to Section 8.C an officer assigned to motorcycle duty who also acts as an FTO will receive FTO pay only on hours worked as an FTO. The pay for these FTO hours worked will be calculated at the last compounded hourly rate of pay per this Section.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percentage of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

An example of the calculation method for a Police Officer <u>without</u> Motorcycle Pay who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate $44.2842	Reportable Earnings @ 80 hrs.	$3,542.74
1. Longevity Pay (13.0%)	Spec Comp Earnings	$ 460.56
2. AA Education Incentive (7 %)	Spec Comp Earnings	$ 280.23
3. Corporal (Master Police Officer) (5.50%)	Spec Comp Earnings	$ 235.59
4. FTO (Training Premium) (3.50%)	Spec Comp Earnings	$ 158.17

An example of the calculation method for a Police Officer <u>with</u> Motorcycle Pay who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate $44.2842	Reportable Earnings @ 80 hrs.	$3,542.74
1. Longevity Pay (13.0%)	Spec Comp Earnings	$ 460.56
2. BA Education Incentive Pay (10.50%)	Spec Comp Earnings	$ 420.35
3. Motorcycle Pay (11.0%)	Spec Comp Earnings	$ 486.60

Section 10. Range Qualification Pay. All sworn personnel are encouraged to attend a variety of ranges throughout the year. Unit personnel, who attend a handgun qualification while off duty, shall be compensated for no more than one (1) handgun qualification per calendar month, unless specifically ordered to attend an additional qualification(s) by a supervisor.

Unit personnel required to qualify with the AR-15 who attend a qualification while off duty, shall be compensated for no more than one (1) AR-15 qualification per quarter of the calendar year, unless specifically ordered to attend an additional qualification(s) by a supervisor.

Unit personnel who attend range qualifications in accordance with the guidelines listed above shall be paid the greater of: One and one-half (1.5) hours at one and one-half (1.5) times their regular rate of pay per qualification, or the actual number of hours required to qualify paid at one and one-half (1.5) times their regular rate of pay.

Section 11. Uniforms, Maintenance Allowance, and Reporting to CalPERS. The City provides uniforms for employees represented by the Association. The City will continue to replace and maintain uniforms worn in the line of duty. Required uniforms of sworn police personnel that become worn may, at the discretion of the Chief of Police, be surveyed and replaced as necessary. The Chief of Police shall permit maximum discretion of the employees in the selection of items of the uniform provided, however, that the Officer shall meet uniform standards within ten (10) working days after notice. A decision as to what constitutes standard issue uniform and if replacement is necessary shall be determined by the Administrative Lieutenant and may be appealed through the ranks to the Chief. Uniforms shall be maintained in accordance with Section 5.0 of the Manual of the Downey Police Department.

Effective July 1, 2026, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571 (a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental, and maintenance of uniforms is $534.87 per employee. This amount is based on the average annual cost paid for by the City for each employee over the previous three fiscal years The annual amount shall be reported on a per bi-weekly pay period basis. This amount will be updated during each fiscal year.

In addition, employees covered by this MOU will receive a uniform maintenance allowance payable at a rate of $6.7307 per pay period. The uniform allowance of $6.7307 will be included in the employee's regular bi-weekly payroll paid via direct deposit.

In accordance with the Public Employees' Pension Reform Act (PEPRA), an employee hired on or after January 1, 2013 and classified as a "new member" within PEPRA is not eligible to have the cost of the purchase and/or rental, and maintenance of uniforms and the uniform maintenance allowance that is paid by the City reported to CalPERS as special compensation.

Section 12. Standby Compensation - Duty Supervisor. Effective September 29, 2008, any unit employee who is designated by management to be the Duty Supervisor or to be on standby for any portion of the period from 5:00 p.m. on Friday to 8:00 a.m. on Monday shall be compensated for standby time by receiving fifteen (15) hours compensatory time. Any unit employee who is designated by management to the City Supervisor or to be on standby during a holiday (defined as the time period starting with the end of the shift prior to the holiday to the beginning of the shift following the holiday, shall be compensated by receiving five (5) hours compensatory time. The Duty Supervisor or any unit employee designated by management to be on standby shall be required to carry a communication device and answer all calls from the department in a timely manner.

Section 13. Bilingual Pay. Employees required to speak or translate Spanish, or other language designated by the City Manager, as part of their regular duties will be compensated per bi-weekly pay period in addition to their regular salary. The Chief of Police has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified

interpreter or an employee who has been certified by the Chief of Police to administer such examination. An employee must recertify at least every eighteen (18) months to maintain the eligibility. Effective the first pay period following adoption of this Memorandum of Understanding, bilingual pay will be compensated at $70.00 per bi-weekly pay period.

Section 14. Acting Sergeant Pay. An employee is eligible to receive Acting Pay of five and one-half percent (5.5%), if the employee is a Corporal and is assigned as an Acting Sergeant for 4 hours or more. The Corporal shall receive compensation in the amount of an additional 5.5% for all hours worked in the acting capacity. The department shall not fill a vacant Sergeant position with an Acting Sergeant for more than thirty (30) calendar days. Serving in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

Section 15. Temporary Sergeant Pay. The Chief of Police may temporarily appoint a Police Officer to a Sergeant position. Such temporary appointments may only occur because a budgeted Sergeant's position is unfilled due to vacancy, injury, or illness. The Chief of Police shall appoint a temporary Sergeant from the top tier on the current Sergeant's Eligibility List, unless valid justification to the contrary is presented by the Chief of Police. While on temporary appointment, an employee's salary shall be adjusted in the same manner as if the employee had been promoted to Sergeant, but in no event shall the amount be less than five and one-half percent (5.5%). Removal from a temporary assignment shall not necessarily be considered disciplinary action. This Section shall have no impact on the Chief of Police's ability to promote any person to a Sergeant's position per the City's Personnel Rules and Regulations.

Section 16. Acting Watch Commander/Lieutenant Pay. An employee in the classification of Police Sergeant is eligible to receive additional compensation in the amount of five and one-half percent (5.5%) above their regular scheduled rate of pay when assigned as an acting Watch Commander/Lieutenant for more than two (2) consecutive hours in a shift. The Sergeant shall receive this bonus compensation for hours worked in the acting capacity. Serving in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

Section 17. Mandatory Off Duty In Person Meeting Attendance. Off-duty employees required to attend in-person Department meetings shall be compensated for the actual time required for meeting attendance, or a minimum of three hours, whichever is greater, at one and one-half times the employee’s regular rate. The three-hour minimum shall not apply to employees called in early or required to stay late after a scheduled shift, provided an employee called in early shall receive overtime compensation from the start of the meeting until the start of their scheduled shift and an employee required to stay late shall be paid overtime from the end of their scheduled shift until the end of the meeting.

ARTICLE IV

WORK WEEK

Section 1. Regular Work Week. The regular work week for all employees covered by this Agreement shall be forty (40) hours per week.

Section 2. Normal Work Schedule. In order to provide for the public safety and efficiency of operation, the Chief of Police shall have the authority to allocate resources and establish work schedules of four (4) days or five (5) days per week. If, in the opinion of the Chief of Police, restructuring of the normal workday or work week becomes necessary to promoting efficiency, nothing herein shall be construed as preventing the Chief of Police from restructuring the normal workday or week of individual employees.

Section 3. Changes in Normal Work Week Schedule. If, in the opinion of the Chief of Police, it should become necessary to establish schedules departing from the normal workday or work week, the Chief of Police shall give written notice of such change to the impacted employees and the Association at least six (6) weeks prior to implementing the change. If the change is other than on an individual basis, the City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change.

Section 4. 3/12.5 Work Schedule. The parties have agreed to the 3/12.5 work schedule for uniformed police patrol personnel under the following conditions:

a. The 3/12.5 work schedule consists of employees working three consecutive workdays of twelve and one-half (12.5) consecutive work hours each week, inclusive of paid breaks and meal periods. In addition, each employee will work one ten (10) hour shift once each twenty-eight (28) days.

b. Employees who work in administration, the detective division, and other non-patrol assignments will continue to work their current 4/10 work schedule and the 3/12.5 work schedule will not apply to those positions.

c. Pursuant to Section 7(k) of the Federal Labor Standards Act (FLSA), the work period for all uniformed police patrol personnel begins at 12:01 a.m. Monday and ends twenty-eight (28) days later at 12:00 a.m.

ARTICLE V

OVERTIME (COMPENSATORY TIME)

Section 1. Compensation for Overtime. All authorized overtime for employees shall be paid at one and one-half (1.5) times the regular rate of pay for such employees. All non-statutory overtime shall be paid at one- and one-half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Overtime shall be paid on all hours worked in excess of their scheduled shift. All paid leave shall be counted as hours worked. Employees may elect to accumulate up to four hundred eighty (480) hours of compensatory time off (CTO) in lieu of taking overtime pay. The City shall pay off all CTO hours in excess of three hundred (300) hours

as of February 1st of each year.

Section 2. It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interest or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager; except, in the event of emergency, overtime may be authorized by the department head or their designee.

ARTICLE VI

HOLIDAYS

Section 1. Employees covered by this Agreement shall receive twelve (12) days of additional pay each year, which shall be compensated as follows:

The City observes the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. New Year's Eve

A. PERSONNEL ON A 4/10 WORK SCHEDULE

1. If an employee works on a City holiday because it was their regularly assigned shift, they will receive their regular wages for the hours worked, plus the ten (10) hours of holiday pay, plus 5 hours of additional holiday pay for the inconvenience of working on a holiday paid at straight time. The fifteen (15) hours of holiday compensation may be taken in the form of compensatory time off.

2. If an employee works on a City holiday other than their regular shift, they will receive their overtime wages for the hours worked, plus the ten (10) hours of compensatory time off,

3. If a City holiday falls on the employee's regular day off, they will receive ten (10) hours of compensatory time off. No additional holiday compensation will be provided.

B. PERSONNEL ON A 3/12.5 WORK SCHEDULE

1. If an employee works on a City holiday which falls on a scheduled twelve and one-half (12.5)-hour workday, they will receive their regular wages for the hours worked, plus ten (10) hours of holiday pay and 5 hours of additional holiday pay for the inconvenience of working on a holiday paid at straight time. The fifteen (15) additional hours of holiday compensation may be taken in the form of compensatory time off.

2. If an employee works on a City holiday other than their regular shift, they will receive their overtime wages for the hours worked, plus the ten (10) hours of compensatory time off.

3. If a City holiday falls on the employee's regular day off and they do not work the holiday, they will receive ten (10) hours of compensatory time off.

C. PERSONNEL ON A 9/80 SCHEDULE

1. If an employee works on a holiday which falls on a scheduled nine (9) hour day, they will receive their regular wages for the hours worked, plus the nine (9) hours of holiday pay and 4.5 hours of additional holiday pay for the inconvenience of working on a holiday paid at straight time. The thirteen and one-half (13.5) hours of holiday compensation may be taken in the form of compensatory time off.

2. If an employee works on a holiday which falls on a scheduled nine (9) hour day, they will receive their regular wages for the hours worked, plus the nine (9) hours of holiday pay and 4.5 hours of additional holiday pay for the inconvenience of working on a holiday paid at straight time. The thirteen and one-half (13.5) hours of holiday compensation may be taken in the form of compensatory time off.

3. If an employee works on a City holiday other than their regular shift, they will receive their overtime wages for the hours worked, plus the eight (8) hours of compensatory time off,

4. If a holiday falls on the employee's regular day off, they will receive nine (9) hours of compensatory time off.

5. If the holiday falls on the scheduled eight (8) hour day, the eight (8) hour shift benefit described below shall apply.

D. PERSONNEL ON AN 8-HOUR SHIFT

1. If an employee works on a City holiday, they will receive their regular wages for that shift, plus eight (8) hours of holiday pay and 4 hours of additional holiday pay for the inconvenience of working on a holiday paid at straight time. The twelve (12) hours of holiday pay may be taken in the form of compensatory time off.

2. If an employee works on a City holiday on other than their regular shift, they will receive their overtime wages for the hours worked, plus the eight (8) hours of compensatory time off.

3. If a City holiday falls on an employee's regular day off, they will receive eight (8) hours of compensatory time off. No additional holiday compensation will be provided.

ARTICLE VII

VACATION

Section 1. Employees covered by this Agreement shall accrue vacation leave with pay on the following scheduled basis:

Years of Service	Hours per Year
0-3	80
4-5	96
6-10	120
11-15	136
16-20	160

Section 2. Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall only be allowed to accumulate vacation up to an amount equal to two (2) times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, the employee shall not accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If the employee is prohibited by the supervisor from taking the employee's vacation because of staffing shortages or operational need, the employee shall be paid for the period of vacation requested but denied (and consequently worked by the employee). Such vacation shall be approved by the Chief of Police or designee and paid at the employee's regular rate of pay in effect during the period of vacation requested.

Section 3. Vacation shall be accrued on a pay period basis by dividing twenty-six (26) into the number of hours per year to which the employee is eligible to receive based upon the employee's years of service with the City.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. The City Manager and/or the City Council may grant a regular employee a leave of absence for a specific purpose without pay for a period not to exceed up to one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time the leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of the leave shall be considered a voluntary resignation, provided that the employee may appeal this automatic termination through the grievance procedure as though it were a non-voluntary termination. No employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay.

Section 2. Written Notice of Intent to Return. An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

Section 3. Outside Employment while on Leave. An employee who engages in outside employment during said leave of absence without prior approval of the City Manager shall be subject to termination. Any employee who falsified a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

Section 4. Sick Leave

A. Sick Leave Accruals. Sick leave shall be accrued at the rate of 4.615 hours per biweekly pay period (120 hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at their discretion, but rather shall be allowed only for the purposes specified below in Section B.

B. Use of Sick Leave. The first 5 working days or 50 hours, whichever is greater, of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code sections 245-249). The twelve (12) month period is July 1 through June 30.

1. Employees can use sick leave for themselves, or for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's child, parent, spouse or registered domestic partner, sibling, parents-in-law, grandparent, grandchild, or designated person. For purposes of this policy, a “designated person” means a person identified by the employee at the time the employee requests sick leave, however, an employee shall be limited to one designated person per 12-month period for sick leave.

C. In order to receive compensation while absent on sick leave, the employee shall notify a designated supervisor prior to or within half (1/2) an hour of the time set for beginning duty. In all instances, if an employee is incapacitated, notification shall be waived until a reasonable period has elapsed. For any such absence, the employee shall file a written statement with the Police Chief stating the cause of the absence. When an employee has taken more than five (5) consecutive work shifts or hours equivalent, the Police Chief may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved by the Police Chief unless the absence is for a statutorily protected leave.

D. The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the service of the City, except as required by federal or state law.

E. Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result in engaging in employment other than employment by the City for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

F. At the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an

examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of their own selection, and at their own expense, in addition to the report submitted by the City physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician shall be selected by the first two physicians, and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

G. Unused Sick Leave Deposited into City Retirement Health Savings Plan.

1. Upon retirement of an eligible employee, 100% of the employee's unused accumulated sick leave up to a maximum of nineteen hundred (1,900) hours shall be deposited into the City Retirement Health Savings Plan to be used for eligible medical expenses.

2. In the event an opinion letter from the Internal Revenue Service is obtained which confirms that employees may elect either to (1) convert unused sick leave to another form of leave prior to retirement; or (2) apply those hours to future medical expenses without being taxed, the City agrees that it shall, at the request of the Association, delete this Section H from the MOU and reinstate the option to convert 65% of unused sick leave to another form of leave (to be agreed upon) or to roll over 90% into the City Retirement Health Savings Plan.

H. Accrued sick leave shall be valued for the purpose of Section G above for employees hired on or after June 30, 1974, only on the following basis:

1. Sick leave earned on or after July 1,1974, shall be calculated at the rate prevailing at the end of the fiscal year in which it was earned.

2. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided, however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate of pay in effect at the time of taking sick leave. For covered employees hired prior to June 30, 1974; and/ or retirees with 20 years of City service, or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be paid at the prevailing rate.

I. Employees who become entitled to accrued sick leave allowance which has not been used, may convert sixteen (16) hours of accumulated sick leave to eight (8) additional hours of vacation, after having accumulated three-hundred sixty (360) hours of sick leave and providing that not more than eighty (80) hours of additional vacation days may be so converted in any one (1) fiscal year.

Section 5. Bereavement Leave.

A. Any employee who has been employed by the City for 30 or more calendar days and who suffered a death of an "immediate family" member will be allowed bereavement leave not to exceed six (6) workdays per incident. The employee may use any available paid leave balance, including sick leave, to remain in a paid status during bereavement leave. Bereavement leave must be used within 3 months of the date of loss. "Immediate family" shall include and be limited to the employee's mother, father, brother, sister, spouse, child (including "step child"), grandchildren, grandparents and current parent-in-laws.

B. All such claims for bereavement leave are subject to verification by the Chief of Police or their designee.

Section 6. Workers' Compensation Injury on Duty. Employees covered by this Agreement shall be entitled to all rights provided under Section 4850 of the Labor Code.

Section 7. Employee Disability Leave.

A. An employee that has at least one year of continuous service with the City and who has exhausted all accrued leave (vacation, sick-leave, comp time) due to non-industrial illness or injury can be advanced sick leave time at the rate of 75% of the employee's regular salary according to the following table:

Maximum Time Allowance (Hours)

Years of Service	Total Hours
1 through 5	360
6 through 10	544
Over 10	720

B. Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by full medical justification from a physician chosen by the City at the direction of the City. Failure to submit to such an examination shall be a basis for terminating disability leave. If the City Manager approves the application, they shall notify the employee of such approval in writing.

C. After the employee returns to work, the employee shall reimburse the City for the value of the advanced sick-leave time by having the employee's sick leave accrual for sick-leave reduced by five hours per month or may contribute vacation leave to accelerate the employee's reimbursement to the City for providing the benefits under this Article.

D. When the "maximum time allowance" has been reimbursed as set forth above, the employee shall be eligible to apply for additional disability leave; provided that no employee shall receive more than the "total" set forth above for their length of service, during their entire employment with the City.

E. Grounds for termination of disability leave by the City Manager shall include, but not be limited to, the following reasons:

1. The employee has recovered from their illness or injury.

2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.

3. The disability leave was procured by fraud, misrepresentation or mistake.

4. The employee has not cooperated fully in supplying all information-mat and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

F. In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

Section 8. Military Leave. Military Leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 9. Jury Duty. Employees who are called for jury duty shall be granted a leave of absence during the period of jury service. The City will pay the difference between the employee's compensation for jury duty and their regular rate of pay. Time served by an employee for jury service shall not be counted towards the computation of overtime pay and employees shall not receive overtime pay for participating in jury service.

Section 10. Physical Fitness Leave. All employees are eligible to earn up to eighty (80) hours of Physical Fitness Leave per calendar year. Such hours are earned on a quarterly calendar basis and are credited in the quarter following the quarter in which it was earned. The earning of these hours is voluntary on the part of each employee.

Physical Fitness Leave hours are earned based on the following schedule: Ten (10) hours for fitness testing results achieved and rated as "Good" and twenty (20) hours for results rated as "Excellent." All fitness testing for purposes of this provision is conducted by a member(s) of the Downey Police Department Physical Fitness Committee.

Independent of regular fitness testing above, every employee has the opportunity to earn an additional ten (10) hours of Physical Fitness Leave provided the medical examination and other requirements of the program are met.

Earned physical fitness hours are intended to be used to cover authorized time off. Any unused Physical Fitness Leave balance shall be paid out in February in the following calendar year. If an employee has a Physical Fitness leave bank of one hundred (100) hours, the employee is ineligible to accrue any additional time.

Physical fitness testing standards and procedures shall be established by the Police Department.

Section 11. Reproductive Loss Leave. Employees may take up to 5 days of leave if they suffer a reproductive loss, including a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction, as defined by law. The employee is permitted, but not required, to use any form of paid leave accrual, including sick leave, to cover their absence.

Section 12. Domestic Violence/Sex Assault/Stalking Victim Leave Employes is permitted, but not required, to use any form of paid leave accrual, including sick leave, when the employee is, or has a family member who is, a victim of a qualifying act of violence, regardless of whether anyone is arrested, prosecuted, or convicted for the crime, as provided by the Survivors of Violence and Family Members of Victims Right to Leave law. This includes taking time off for related court proceedings.

ARTICLE IX

FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that exist during the term of this Memorandum of Understanding except dental insurance.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any changes of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association to discuss the matter prior to any change of insurance carrier or method of funding the coverage.

ARTICLE X

HEALTH, DENTAL AND LIFE INSURANCE

Section 1. Medical Insurance.

A. Effective the start of the pay period that includes January 1, 2026, and through December 31, 2027, the City agrees to pay one hundred percent (100%) of the premium rate increases for medical insurance for employees hired by the City prior to January 12, 2016. City paid medical coverage will include employees plus their qualified dependent(s) up to the highest premium rates for a Preferred Provider Option (PPO) medical plan offered by CalPERS for the Los Angeles Region.

1. Effective the start of the pay period that includes January 1, 2028, and beyond, the City agrees to pay one hundred percent (100%) of the premium for medical insurance for employees hired by the City prior to January 12, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rate for the Peace Officers Research Association of California (PORAC Los Angeles Region) plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the PORAC (Los Angeles Region) medical plan for their respective eligible level of coverage.

B. During the term of this MOU, the City agrees to pay 100% of the premium rate increases for medical insurance for employees hired on or after January 12, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rates for the Kaiser HMO medical plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, they must pay the difference in premium between that plan and the Kaiser HMO plan premium for their respective eligible level of coverage.

C. The stated amounts of City paid medical premiums are inclusive of the CalPERS statutory minimum employer contribution under PEMHCA.

D. Employee Opt-Out of Medical Coverage. The City agrees to permit an employee to opt out of City-sponsored medical coverage as follows:

1. The employee must present proof to the Human Resources Director or designee that their qualified dependent(s) are covered by another non-City-sponsored medical plan for the plan year;

2. The employee must sign a statement acknowledging the opt out of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and

3. The employee must sign a statement acknowledging their understanding that their qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next Open Enrollment period or as otherwise required by law under COBRA provisions.

Effective the first pay cycle in January 2018 in which medical opt out is due, the City agrees that the employee who is approved to opt out of medical coverage shall receive compensation for one of the following, depending on the level of non-City sponsored coverage the employee has provided proof of having:

a. Three hundred dollars ($300.00) per month if waiver eligibility is for "employee only" coverage.

b. Four hundred and fifty dollars ($450.00) per month if waiver eligibility is for "employee plus one" coverage.

c. Six hundred and fifty dollars ($650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage.

The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced Open Enrollment period for medical insurance changes effective January 1.

Section 2. Dental.

A. HMO Dental Plan. The City shall continue its contribution of thirty-one dollars and ninety-five cents ($31.95) per month towards a HMO dental benefit plan for employee and their qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee.

B. Delta Dental PPO Plan. The City shall maintain its Delta Dental PPO plan, which is a self-funded plan administered by Delta Dental, and agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards the total monthly premium.

1. Plan premiums are calculated annually based on the prior year's claims experience, administrative fees, and an industry trending projection. This calculation shall be

conducted by Delta Dental for communication by the City during the announced annual Open Enrollment period.

2. For cost effectiveness that is mutually beneficial to the City and the Association, the City will continue to evaluate other Delta Dental plan coverage options for implementation to reduce premiums and/or employee out of pocket costs for consideration of a change from a current composite rate to a three-tier rate structure ("Employee only; Employee plus one dependent; and, Employee plus two or more dependents") for monthly premiums effective January 1. In addition, the City changes from a June Open Enrollment to the Open Enrollment Period that coincides with CalPERS medical plan for changes effective January 1. There will be no changes in dental plan coverage without agreement of the parties. The annual CalPERS medical Open Enrollment Period is held generally during September through October.

Section 3. Life Insurance. Effective June 1, 2016, each employee covered by this Agreement shall be provided with a group term life insurance benefit of One Hundred Thousand Dollars ($100,000)

ARTICLE XI

RETIREMENT

Section 1. CalPERS Coverage. Employees covered by this Agreement participate in the Public Employees' Retirement System ("CALPERS"). Employee options are described in a contract between the City of Downey and CalPERS.

Section 2. Retirement Formula and Contributions.

A. FIRST TIER.

1. Employees hired in a safety classification prior to October 10, 2012, shall be provided the 3% at 50 retirement formula as set forth in California Government Code Section 21362.2.

    a. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employees' statutorily required member contribution of nine percent (9%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

    b. Effective the start of the pay period that includes January 1, 2025, employees in the first tier shall have deducted a total of nine percent (9%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).

    c. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

d. First tier benefits are available only to “classic” members (i.e., those members that do not meet the statutory definition of “new member” under the California Public Employees’ Pension Reform Act (“PEPRA”), specifically Government Code section 7522.04(f) and who were hired prior to October 10, 2012).

B. SECOND TIER.

1. Employees hired into a safety classification on or after October 10, 2012, but before January 1, 2013, shall receive the 3% at 55 retirement formula pursuant to California Government Code Section 21363.1.

   a. Employees covered hereunder shall pay, on a pre-tax basis, the nine percent (9%) statutorily required member contribution to CalPERS.

   b. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

   c. Second tier benefits are available only to “classic” members (i.e., those members that do not meet the statutory definition of “new member” under the California Public Employees’ Pension Reform Act (“PEPRA”), specifically Government Code section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

C. THIRD TIER (“PEPRA” TIER)

1. Employees who meet the definition of “new member" set forth in Government Code section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to the following:

   a. Retirement formula of 2.7% 57 (Government Code section 7522.25);

   b. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS;

   c. There shall be no Employer Paid Member Contribution (EPMC) by the City;

   d. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code section 7522.34; and

   e. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

Section 3. City Contribution to Retiree Retirement Health Savings (RHS) Plan.

A. City Contribution to RHS Plan. The City will contribute the following monthly amount toward an employee's RHS account. This contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in Cal. Government Code § 22892(c):

Employees who retire after July 1, 1987 - $ 98.00
Employees who retire after July 1, 2002 - $ 200.00
Employees who retire after July 1, 2003 - $ 235.00
Employees who retire after July 1, 2004 - $ 270.00

These City contribution amounts shall be referred to herein as the "retiree medical contribution."

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the following revisions are in effect to avoid an increase cost to the City's mandated contribution for retirees:

B. Eligibility Requirements. Subject to meeting eligibility criteria below, the maximum monthly City contribution amount specified in Section A shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in the City's CalPERS health plans, pursuant to CalPERS rules and regulations, and receive the maximum monthly City contribution amount specified in Section A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement, the employee has a minimum of ten (10) years of service or is granted a service-connected disability retirement, and

2. Employees retire within 120 days of separation from employment with the City; and

3. At the time of retirement, the employee is employed by the City; and

4. Effective the day after official separation from the City, the employee has been granted a retirement allowance by the California Public Employees' Retirement System.

C. The City's obligation to contribute toward the retiree's RHS account shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

1. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another source. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.

2. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from a RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.

3. Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.

D. An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled in Section A above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the City and the retiree understand that the retiree may not re-enroll in a City sponsored medical plan and otherwise forfeits the City's RHS contribution amount permanently.

In addition to the condition specified in D above, the City's deposit to a retiree's RHS account shall cease upon the occurrence of any of the following:

1. The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.

2. The death of the retiree.

ARTICLE XII

TUITION REIMBURSEMENT

Section 1. Reimbursement Rates. With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

ARTICLE XIII

PROBATIONARY PERIOD

Section 1. Length of Probation / Extensions.

A. The appointment to Police Officer will be tentative and subject to a probationary period of not less than eighteen (18) months, except that the City Manager may extend the probationary period for a classification up to an additional six (6) months or for a marginal employee for up to an additional three (3) months. Should the appointing authority desire to terminate any probationary employee, the appointing authority shall notify such employee not later than two (2) weeks prior to the end of the probationary period.

B. The promotional appointment will be tentative and subject to a probationary period of not less than 12 months, except as follows:

1. At the discretion of the Chief, time may be credited for continual service as a Temporary Sergeant on a case-by-case basis and the length of the probationary period/merit increase date will be established at the time the Officer is promoted to probationary Sergeant. In no case will the credited time exceed six months.

2. Time is credited for Temporary Appointment only (no Acting Pay service as covered under MOU Article III, Section 13) and only when the Officer is appointed to Probationary Sergeant while serving as a Temporary Sergeant with no break in service time.

3. In the event an Officer is serving in a Temporary Appointment when the Police Sergeant eligibility list expires, the Officer will be required to reapply and compete in the selection process to maintain eligibility. Should the Officer not place in the top tier on the new eligibility list, the Officer will be removed from the Temporary appointment and the Chief will make the Temporary appointment per M.O.U. Article III, Section 14.

Section 2. Process for Retention / Termination. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. In the case of an original appointment, if such a statement is not filed, the employee will be deemed to be unsatisfactory and their employment terminated at the expiration of the probationary period. In the case of a promotional appointment, the employee shall be reinstated to the position from which they were promoted.

Section 3. First of the Month. All probationary periods shall extend to the first day of the month following the period of probation.

ARTICLE XIV

SENIORITY

Section 1. Definition. Seniority is defined as the length of an employee's continuous service within rank from their last date of promotion and shall apply in the manner and to the extent set forth in the remainder of the Article.

Section 2. Probationary Employees Excluded. Probationary employees shall have no seniority rights but shall acquire seniority from their last date of hire upon completion of their probationary period.

Section 3. Layoff and Recall. Seniority shall apply between employees in a rank for purposes of layoff and recall.

Section 4. Bumping Rights. An employee who is subject to layoff pursuant to this Section may exercise their seniority in the next lower rank within the Police Department provided that the employee has satisfactorily held the same position in the rank in which the employee seeks to exercise seniority. The employee with the earliest promotion date to that rank will be considered to have seniority for that position.

Section 5. Seniority Bidding. With respect to work assignments in the Field Operations Division, work shifts, days off, and vacation will be based upon seniority within classification and special assignments. Shift selection procedures involving employee bidding based upon seniority shall be employed regularly, provided that the Chief of Police shall retain the authority and discretion to assign unit employees to shift scheduling without regard to seniority and to ensure that a balance of experienced personnel are assigned to the respective shifts.

If, in the opinion of the Chief of Police, it should become necessary to establish shift assignment procedures departing from seniority bidding, the Chief of Police shall give written notice of such change as far in advance as practical. Prior to implementing such a general change, the Chief of Police shall meet and confer with the Association regarding the impact of the decision.

ARTICLE XV

CITY RIGHTS

Section 1. Management Rights. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to the following rights:

A. To manage the City generally and to determine the issues of policy.

B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

C. To determine or change the nature, manner, means, and technology, types of equipment and extent of services to be provided to the public.

D. To determine or change methods of financing.

E. To determine and/or change the facilities and size of the work force by which the City operations are to be conducted.

F. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions.

G. Establish and/or change work schedules and/or work assignments in accordance with this Agreement and existing departmental rules, regulations and procedures.

H. To relieve employees from duties for lack of work or lack of funds.

I. To establish and modify productivity and performance programs and standards and to require compliance therewith.

J. To discharge, suspend, demote or otherwise discipline regular (non-probationary) employees for proper cause.

K. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.

L. To determine policies, procedures and standards for selection, training and promotion of employees.

M. To maintain order and efficiency in its facilities and operation.

N. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.

O. To take any and all necessary actions to carry out the mission of the Agency in emergencies.

Section 2. Impact of Management Rights. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is specifically provided for in this Memorandum of Understanding or in Personnel or Departmental Rules and Regulations and/or salary resolutions of the City which are incorporated by this reference in this Agreement.

Section 3. Health and Safety. The City shall not exercise any of the foregoing rights in an arbitrary, capricious or invidiously discriminatory manner as to injure the health and/or safety of the employees.

ARTICLE XVI

EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deductions. The City shall deduct dues on a regular basis from the pay of all employees in the classifications and positions recognized to be represented by the Association who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The City shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deduction or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted for the employees pursuant to this Article.

ARTICLE XVII

NO STRIKE - NO LOCKOUT

PROHIBITED CONDUCT

Section 1. The Association, its officers, agents, representatives and/or employees agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

Section 2. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section I above, shall be subject to termination by the City.

Section 4. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Association Responsibility, Section I, the City may suspend any and all of the rights and privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards and facilities.

ASSOCIATION RESPONSIBILITY

Section 1. In the event that the Association, its officers, agents, representatives, or employees engage in any of the conduct prohibited in Section I, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1, above, and return to work.

Section 2. If the Association performs all of the responsibilities set forth in Section l above, its officers, agents, representatives or employees shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section l above.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. Grievance. Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Memorandum of Understanding and departmental rules and regulations or as an appeal of a disciplinary action. Notwithstanding the procedures set forth below, the Officer shall not be entitled to respond to a written reprimand prior to its imposition, i.e., an officer shall not be entitled to receive a hearing akin to a Skelly hearing or other pre-disciplinary appeal hearing prior to issuance of the written reprimand.

Section 2. Conduct of the Grievance Procedure. An employee may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review or may be represented by a recognized employee organization or may represent themself.

A. Any retroactivity on monetary grievances shall be limited to ninety (90) days prior to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

B. All time limits specified may be extended to a definite date by mutual agreement of the employee or their Association representative, and the decision-making Management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

Section 3. Grievance procedure shall provide for the following steps:

Step One. Informal Procedure. An employee must first attempt to resolve a grievance without delay through discussion with a supervisor on an informal basis. The grievance shall begin at the level of supervision that ultimately took the action that resulted in the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, they shall have the right and obligation to discuss it with their supervisor's immediate superior, if any, and through the chain of command to the Chief of Police if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the Chief of Police. In order that this informal procedure may be responsive, all parties involved shall expedite this process.

In no case may more than fourteen (14) calendar days elapse from the date of the alleged incident or action giving use to the grievance or fourteen (14) calendar days from the date the employee should have reasonably known about the alleged incident and the first meeting with the supervisor discussed in this section. The employee shall have up to seven (7) additional days for each level of supervision; however, the time shall not be cumulative. Failure to meet any of these time lines shall mean that the grievance shall be barred and waived.

Appeals of disciplinary action begin one level of supervision above the supervisor taking the disciplinary action. Terminations are appealed directly to the Grievance Hearing (Step Four).

Step Two. Formal Procedure. If the grievance is not resolved through the informal process and the employee has complied with all time limits, then the employee shall have the right to file the grievance in written form and present it to the Chief of Police within ten (10) calendar days from the decision or completion of the informal process. The written grievance shall state all facts plus the specifics of the alleged dispute. Failure of the employee to take action within the time limit set forth above will constitute termination of the grievance.

The Chief of Police shall review the written material submitted by the employee and may require the employee's supervisor and/or superior Officers to submit written material regarding this grievance. Copies of these materials will be given to the employee prior to meeting with the Chief of Police. The department head shall render a decision and comments in writing that shall be given to the employee within ten (10) calendar days of the meeting between the employee and the department head.

Step Three. Employee Relations / Human Resources Director. If the grievance is not resolved in Step Two, the employee may, within ten (10) calendar days present the grievance in writing to the Employee Relations/Human Resources Director for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the Employee Relations/Human Resources Director shall forward the grievance to the designated management representative who shall attempt to resolve the grievance with the employee. If the employee is being represented by a recognized employee organization, the Employee Relations/Human Resources Director shall convene a joint meeting of the recognized employee organization and management representative who shall attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, both parties shall advise each other, in writing, as to their respective positions.

Step Four. Grievance Hearing.

A. Disputes concerning the MOU, Department Rules, and Regulations and Appeal of Discipline (Excluding Written Reprimands)

For any grievance, apart from the appeal of a written reprimand, that is not resolved in Step Three, the employee may, within ten (10) calendar days of the receipt of the written position from management representatives, present a “request for hearing” in writing to the Human Resources Director. Failure of the employee to take this action will constitute termination of the grievance. The Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven, the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer.

The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager.

B. Appeal of Written Reprimand

1. For any grievance that constitutes the appeal of a written reprimand that is not resolved in Step Three, the employee may, within ten (10) calendar days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director and may also submit their position regarding the City Manager's actual bias or a conflict of interest to serve as the hearing officer. The Human Resources Director shall make the determination as to whether an actual bias or a conflict of interest exists. Failure of the employee to present a "request for hearing" will constitute termination of the grievance.

2. Unless the employee can demonstrate actual bias or a conflict of interest, the City Manager may serve as a hearing officer that shall preside over a full and fair evidentiary hearing. The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.

3. The hearing shall be stenographically recorded by a certified court reporter. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

4. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.

5. The presentation of witness testimony shall not exceed three (3) hours from each side and an additional one (1) hour shall be given to each for rebuttal. The Department shall be heard first. The hearing officer shall have the discretion to extend these times at their discretion.

6. If the City Manager serves as the hearing officer, they shall issue their decision within thirty days of the conclusion of the presentation of evidence. The City Manager's decision shall be the final administrative decision. In the event that the City Manager appoints a hearing officer, the appointed hearing officer, within thirty (30) days of the conclusion of evidence, shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager, within thirty (30) days of receipt of the advisory findings and decision from the appointed hearing officer, may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the City Manager's decision shall be the final administrative decision.

7. A grievance that constitutes the appeal of a written reprimand is not subject to Step Five of the grievance procedure set forth in this Article.

Step Five. City Manager's Decision. Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

ARTICLE XIX

MISCELLANEOUS

Section 1. Third Party Legal Actions Against Police Officers. If a determination is made by the department that the police Officer(s) involved have met the condition that the action given rise to the legal proceeding was taken by the Officer(s) during the course and scope of the Officer(s) employment without malice and in the apparent best interest of the City, the City shall afford legal representation to the Officer(s) in any civil or criminal process. The choice of attorney shall be made by the majority vote of the Chief of Police, City Manager, and Officer(s). The Chief of Police, City Manager and the officer(s) shall each have one (1) vote for a maximum total of three (3) votes.

Section 2. Substance Abuse Policy. The City of Downey and the Association have a vital interest in maintaining safe, healthy and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey's employees and citizens.

The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

A. Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Police Officers that are undertaken in accordance with the direction of the Police Department.

B. When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job safely is reduced.

C. Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

D. The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be collected in a DOX Security Container System or other system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National Institute on Drug Abuse and comply with established guidelines for "chain of custody" to ensure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

E. Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if they so chooses, a positive test result.

F. While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify their supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

G. Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to their employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement." An example of the type of terms and conditions the City may require is included in Attachments I and II.

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

Section 3. Industrial Disability Retirement Procedures. The City Manager may delegate to the Assistant City Manager their authority under Resolution Number 4428 concerning industrial disability retirement applications.

Section 4. No Tobacco Policy. The City of Downey prohibits new hires (employees hired on or after December 10, 1993) from using tobacco products either on or off duty. Except, however, employees are allowed an occasional off-duty celebratory cigar.

Section 5. Swat Team Training. Employees assigned to the Swat Team and working the graveyard shift the day prior to scheduled Swat Team training activities, will be allowed off with pay from their schedule shift at midnight to allow for an adequate rest period. If an employee is scheduled to work the graveyard shift following SWAT training, the SWAT training shall be regarded as satisfying all hours of that shift.

ARTICLE XX

SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of understanding, or memorandums of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

Section 2. Notwithstanding the provisions of Section 1 above, there exists within the City of Downey, certain personnel resolutions, ordinances, and departmental rules, regulations and procedures. To the extent that this Memorandum does not specifically contravene provisions of these personnel resolutions, ordinances, and departmental rules, regulations and procedures; these personnel resolutions, ordinances, and departmental rules, regulations and procedures are specifically incorporated herein.

ARTICLE XXI

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matters during the term of this Memorandum.

ARTICLE XXII

RE-OPENER

Section 1. The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

ARTICLE XXIII

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the City's Personnel Rules and Regulations or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and the City's Personnel Rules and Regulations and policies.

ARTICLE XXIV

SEPARABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXV

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2029.

ARTICLE XXVI

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 24th day of February 2026.

CITY OF DOWNEY:

By: _____
James McQueen
Human Resources Director

THE DOWNEY POLICE OFFICERS' ASSOCIATION:

By: _____
Ralph Diaz, President

By: _____
David Van, Negotiation Team Member

By: _____
Eric Hempe, Treasurer

By: _____
Roger Sy, Negotiation Team Member

By: _____
Austin Honrath, Member at Large

APPROVED AS TO FORM:

By: John M. Funk
John M. Funk, City Attorney

EXHIBIT A

CLASSIFICATIONS REPRESENTED BY THE DOWNEY POLICE OFFICERS' ASSOCIATION

Police Officer
Police Sergeant

EXHIBIT B

PAY SCHEDULE

PAY SCHEDULE EFFECTIVE DECEMBER 22, 2025:

Position Title	A	B	C	D	E
Police Officer	47.5430	50.1575	52.9163	55.8266	58.8976
Police Sergeant	60.4739	63.8007	67.3090	71.0109	74.9173

PAY SCHEDULE EFFECTIVE DECEMBER 21, 2026:

Position Title	A	B	C	D	E
Police Officer	49.4447	52.1638	55.0330	58.0597	61.2535
Police Sergeant	62.8929	66.3527	70.0014	73.8513	77.9140

PAY SCHEDULE EFFECTIVE DECEMBER 20, 2027:

Position Title	A	B	C	D	E
Police Officer	51.4225	54.2504	57.2343	60.3821	63.7036
Police Sergeant	65.4086	69.0068	72.8015	76.8054	81.0306

PAY SCHEDULE EFFECTIVE JANUARY 1, 2029:

Position Title	A	B	C	D	E
Police Officer	53.4794	56.4204	59.5237	62.7974	66.2517
Police Sergeant	68.0249	71.7671	75.7136	79.8776	84.2718

Item No. 9.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**JUDDY MONTENEGRO, INTERIM ASSISTANT TO THE CITY MANAGER**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**FISCAL YEAR 2025-2026 SECOND QUARTER PROGRESS REPORT OF THE DOWNEY FORWARD 2030 STRATEGIC PLAN**

EXECUTIVE SUMMARY

The City Council will receive an update on the second quarter progress for Fiscal Year 2025-2026 of the Downey Forward 2030 Strategic Plan, which outlines five (5) Council Priorities/Goals, sixteen (16) Strategic Priorities, and one hundred and one (101) Strategic Actions. This update highlights the progress on actions informed by the Downey City Council, department leadership, City staff, businesses, and residents. The Strategic Plan is intended to provide a roadmap that reflects the community's vision and values, sets actionable priorities for Downey's future, and guides budget allocations for specific actions and projects.

RECOMMENDATION

That the City Council:

Receive and file the Downey Forward 2030 Strategic Plan second quarter progress report for Fiscal Year 2025-2026.

BACKGROUND

In January 2024, the City of Downey initiated the development of its first comprehensive City-wide Strategic Plan. Unlike previous department-focused strategic plans, this unified plan represents the City's entire roadmap.

Between January and May 2024, City Council member interviews, a City Council Strategic Planning and Goal-Setting Workshop, held on February 15, 2024, workshops with department leadership, and a City staff survey were all held. Through public outreach from March to April 2024, the City engaged residents, community leaders, and businesses, collecting over 688 community questionnaires that informed of the plan's vision and values.

On June 25, 2024, the City Council adopted the Downey Forward 2030 Strategic Plan. Since the adoption of the Strategic Plan, significant efforts have been made to expand public education, including enhancements to the Strategic Plan webpage, located at www.downeyca.org/downey30sp, provided quarterly status updates, development of a new brochure, and placed ads in *The Orbit* to keep the community informed.

ANALYSIS

The Downey Forward 2030 Strategic Plan represents a comprehensive framework designed to guide the City of Downey toward a prosperous and vibrant future. This strategic plan builds upon the five overarching City Council priorities established in 2012: Fiscal Responsibility; Economic Vibrancy; Efficiency and Adaptability; Quality of Life, Safety and Infrastructure; and Public Engagement. These priorities continue to effectively shape the City's policies and initiatives.

The strategic plan includes 16 strategic priorities and 101 actions that reflect extensive community engagement, ensuring alignment with multiple perspectives and priorities of the City Council, residents, businesses, and department leadership. These 101 actions are categorized by timeline, with 44 short-term (1-year), 48 medium-term (2-3 years), and 9 long-term (3-5 years) actions.

Second Quarter Progress Report

To demonstrate progress effectively, quarterly updates have been provided since the adoption of the Strategic Plan in June 2024. The following metrics are provided for tracking and presenting a quarterly update for the period of October 1, 2025 to December 31, 2025:

- **Progress by Status:**

Status	**Count by Status**
Not Started	11
Underway	47
No Longer Pursuing	4
Completed	39
Total	**101**

- **Progress by Goal/Council Priority:**

Goal/Council Priority	**Progress by Percent Complete**
Fiscal Responsibility	66.7%
Economic Vibrancy	70.9%
Efficiency and Adaptability	63.9%
Quality of Life, Safety and Infrastructure	63.1%
Public Engagement	70%

- **Progress by Strategic Plan Action Timeline:**

Timeline	**Progress by Percent Complete**
Short (1 Year)	65.9%
Medium (2-3 Years)	16.6%
Long Term (3-5 Years)	22.2%

The strategic plan's implementation is advancing steadily, with 47 actions actively underway, and 39 completed as of the end of the second quarter of Fiscal Year 2025-2026. Progress has been made across all priority areas, particularly in Economic Vibrancy, which has advanced to 70.9% completion, up from 63.4% in the previous quarter. Additionally, Public Engagement has advanced to 70% completion, up from 63.6% as previously reported. Overall, the total completion of the strategic plan stands at 65.8%, up from 61% the previous quarter. This percentage represents the cumulative progress across all 5 Goal/Council Priority areas, which will continue to increase as actions advance, ultimately reaching 100% when each action item and priority area is fully completed. Progress continues to be made across short-term, medium-term, and long-term actions. A summary Dashboard of the City's progress is attached to this report and is also available on the City's website for the public to view ongoing updates.

CITY COUNCIL PRIORITIES

Fiscal Responsibility
Economic Vibrancy
Efficiency & Adaptability
Quality of Life, Safety & Infrastructure
Public Engagement

FISCAL IMPACT

No fiscal impact associated with this action.

Attachments

Attachment A - FY 25-26 Budget and Strategic Plan Tracking - 2nd Quarter.pdf

SP No.	Action/Goal	Council Priority	Timeline	Status	% Percent Complete
2.1.3	Align corridor improvement projects with other City initiatives, planning efforts, and Capital Improvement Projects to continue to spur economic development.	Economic Vibrancy	Long: 3-5 Years	Underway	60%
2.3.9	Explore opportunities to leverage the City's biomedical industry further to attract healthcare professionals and cement the City as a biomedical hub in the Gateway Region.	Economic Vibrancy	Long: 3-5 Years	Not Started	0%
2.1.1	Develop and Implement an Economic Development Strategic Plan that addresses economic development opportunities, business attraction, and retention to support economic resiliency and sectors that contribute to high paying jobs.	Economic Vibrancy	Med: 2-3 Years	Complete	100%
2.2.2	Review the feasibility to fund and establish a program to support small businesses with improvements such as façade improvements.	Economic Vibrancy	Med: 2-3 Years	No Longer ...	0%
2.2.4	Attract unique and sought-after small businesses that provide goods and services that enhance the quality of life for residents and contribute to the overall value of the City	Economic Vibrancy	Med: 2-3 Years	Underway	50%
2.2.5	Develop a plan to attract premier grocery stores to the City.	Economic Vibrancy	Med: 2-3 Years	Underway	80%
2.3.1	Update the City's General Plan, including the Housing, Land Use, Circulation, Design, Conservation, Noise, Open Space, Safety, and Economic Development Elements, and adopt and Environmental Justice Element in accordance with State Requirements.	Economic Vibrancy	Med: 2-3 Years	Underway	40%
2.3.2	Identify opportunities to redevelop the former NASA/Vultee site and include programming that honors the City's local history.	Economic Vibrancy	Med: 2-3 Years	Underway	30%
2.3.5	Collaborate with developers to design and build projects that align with the aesthetic and charm of the community.	Economic Vibrancy	Med: 2-3 Years	Underway	42%
2.3.6	Develop and promote a comprehensive Historical Context Statement to foster appreciation for the City's heritage and guide future development in alignment with its historical legacy.	Economic Vibrancy	Med: 2-3 Years	Underway	75%
2.3.8	Explore opportunities to promote walkability and connectivity of the City's commercial retail centers.	Economic Vibrancy	Med: 2-3 Years	Underway	50%
2.4.1	Include strategies in the Economic Development Strategic Plan that create opportunities for a successful City town center for residents and visitors alike.	Economic Vibrancy	Med: 2-3 Years	Underway	100%
2.4.2	Develop a public right of way improvement plan that identifies strategies to invest in urban design interventions to create experiential spaces and activation of the City's town center.	Economic Vibrancy	Med: 2-3 Years	Not Started	0%
2.1.2	Continue partnership with the Chamber of Commerce to initiate a small business outreach program to assess needs and identify opportunities to provide resources to support businesses.	Economic Vibrancy	Short: 1 Year	Complete	100%
2.2.1	Explore feasibility of an incentive program to attract and retain businesses.	Economic Vibrancy	Short: 1 Year	Complete	100%
2.2.3	Develop a method to track development project review times across all departments.	Economic Vibrancy	Short: 1 Year	Underway	90%
2.3.3	Identify measures to advance the development of the Rancho South Campus.	Economic Vibrancy	Short: 1 Year	Complete	100%
2.3.4	Work to continue to guide the development of the remaining property at the Promenade ("Back 20") to enhance business offerings.	Economic Vibrancy	Short: 1 Year	Complete	100%
2.3.7	Collaborate with developers to increase the City's housing supply while preserving charm and character, and ensuring a cohesive design that meets the community's needs.	Economic Vibrancy	Short: 1 Year	Complete	100%
2.4.3	Attract new businesses offerings geared towards the youth and young adults in the City.	Economic Vibrancy	Short: 1 Year	Complete	100%

SP No.	Action/Goal	Council Priority	Timeline	Status	% Percent Complete
3.2.3	Establish a professional development program that includes relevant and appropriate training and education for full and part-time staff to achieve their goals.	Efficiency & Adaptability	Long: 3-5 Years	Complete	100%
3.1.1	Implement a new Enterprise Resource Planning system and continue monitoring its effectiveness and responsiveness to the City's needs.	Efficiency & Adaptability	Med: 2-3 Years	Underway	40%
3.1.4	Explore feasibility of expanding payment options to provide centralized, self-service options including online, phone, kiosk, Apps, and others.	Efficiency & Adaptability	Med: 2-3 Years	Underway	60%
3.2.1	Evaluate staff recruitment and retention efforts.	Efficiency & Adaptability	Med: 2-3 Years	Underway	50%
3.2.2	Assess and refine staff training program(s) to ensure all staff have access to relevant tools, best practices, standards, and methods to successfully do their jobs.	Efficiency & Adaptability	Med: 2-3 Years	Complete	100%
3.2.4	Create an organizational succession plan that identifies opportunities for promoting talent within the organization.	Efficiency & Adaptability	Med: 2-3 Years	Not Started	0%
3.2.5	Assess staffing levels across all departments and create a staffing plan to ensure the City has adequate capacity to deliver services and programs.	Efficiency & Adaptability	Med: 2-3 Years	Underway	25%
3.3.1	Design and implement a staff recognition and appreciation program and ensure cross-departmental collaboration to ensure equitable representation across staff at all levels and departments.	Efficiency & Adaptability	Med: 2-3 Years	Complete	100%
3.4.1	Research, evaluate, and develop a technology investment plan aimed at tools to improve the effectiveness, safety, and efficiency of first responders' operations.	Efficiency & Adaptability	Med: 2-3 Years	Not Started	0%
3.4.10	Explore options for the establishment of a new contract management system.	Efficiency & Adaptability	Med: 2-3 Years	Underway	20%
3.4.2	Expand the use of technology used by first responders to other departments through training or sharing of resources.	Efficiency & Adaptability	Med: 2-3 Years	Underway	75%
3.4.3	Enhance the City's cyber security posture.	Efficiency & Adaptability	Med: 2-3 Years	Underway	50%
3.4.5	Expand the Paramedic Subscription enrollment program to serve a larger number of residents.	Efficiency & Adaptability	Med: 2-3 Years	Underway	50%
3.4.6	Assess opportunities to integrate Artificial Intelligence (AI) into all departments to enhance responsiveness and maximize staff capacity to address public services and requests while ensuring appropriate controls are in place.	Efficiency & Adaptability	Med: 2-3 Years	Underway	50%
3.4.8	Develop a new City website.	Efficiency & Adaptability	Med: 2-3 Years	No Longer ...	0%
3.1.2	Identify and implement Agenda Management Software to streamline the Agenda management process.	Efficiency & Adaptability	Short: 1 Year	Complete	100%
3.1.3	Conduct research to inform Crime Analysis Unit best practices to build Police Department staff capacity.	Efficiency & Adaptability	Short: 1 Year	Complete	100%
3.1.5	Enhance interdepartmental and interagency coordination and apply a systematic approach to interdepartmental coordination of code enforcement processes.	Efficiency & Adaptability	Short: 1 Year	Complete	100%
3.1.6	Implement a Strategic Plan work plan and consistently review progress and benchmarks during Department Director meetings with the City Manager.	Efficiency & Adaptability	Short: 1 Year	Complete	100%
3.3.2	Evaluate and enhance team-building activities and events that promote interaction and encourage socialization between staff across different departments.	Efficiency & Adaptability	Short: 1 Year	Complete	100%
3.4.4	Evaluate the City's network capabilities.	Efficiency & Adaptability	Short: 1 Year	Complete	100%

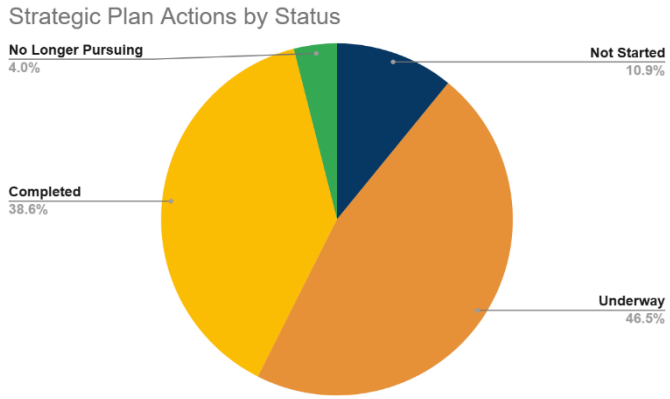
SP No.	Action/Goal	Council Priority	Timeline	Status	% Percent Complete
3.4.7	Conduct and establish a process for ongoing assessment of external and internal IT systems, software, and programming.	Efficiency & Adaptability	Short: 1 Year	Underway	50%
3.4.9	Research and select a new City service request system to replace the City app.	Efficiency & Adaptability	Short: 1 Year	Complete	100%
1.1.1	Review the City's financial policies to ensure they align with best practices and implement measures to achieve consistency.	Fiscal Responsibility	Med: 2-3 Years	Underway	35%
1.1.2	Revise the procurement policy to include guidelines for using and promoting the CAL-card program to ensure efficiencies with purchasing.	Fiscal Responsibility	Med: 2-3 Years	Underway	25%
1.1.3	Implement improvements to purchasing practices and procedures to align with procurement requirements.	Fiscal Responsibility	Med: 2-3 Years	Underway	40%
1.2.1	Hire fundraising consultant and establish CMSC fundraising campaign	Fiscal Responsibility	Short: 1 Year	Complete	100%
1.2.2	Identify opportunities to diversify the City's revenue base to enhance resilience and contribute to long-term growth.	Fiscal Responsibility	Short: 1 Year	Complete	100%
1.2.3	Evaluate City department operations to maximize efficiencies.	Fiscal Responsibility	Short: 1 Year	Complete	100%
5.2.2	Complete a Community Satisfaction Survey to monitor community support and satisfaction of Strategic Plan outcomes and to objectively gather community opinions, preferences, and satisfaction of City services.	Public Engagement	Long: 3-5 Years	Not Started	0%
5.1.3	Expand Multilingual and ASL programming collections at the Library.	Public Engagement	Med: 2-3 Years	Complete	100%
5.1.6	Expand the Spend Local Campaign to enhance exposure of local businesses, educate the public on the economic benefits of local spending, and ultimately strengthen Downey's economy and community resilience.	Public Engagement	Med: 2-3 Years	Underway	75%
5.1.7	Review and assess the effectiveness of the Space Center branding to identify potential revisions or updates.	Public Engagement	Med: 2-3 Years	Underway	20%
5.2.4	Develop an outreach and engagement strategy to determine if services are addressing the needs of Downey's diverse community including families, younger age residents, and retirees.	Public Engagement	Med: 2-3 Years	Not Started	0%
5.1.1	Create a social media campaign to engage the public in the meaningful work of law enforcement in the community.	Public Engagement	Short: 1 Year	Complete	100%
5.1.2	Create a Teen Advisory Board for the Library.	Public Engagement	Short: 1 Year	Complete	100%
5.1.4	Launch the Downey Library patron app.	Public Engagement	Short: 1 Year	Complete	100%
5.1.5	Create a City campaign that celebrates and expresses the City's identity and history of the community.	Public Engagement	Short: 1 Year	Underway	75%
5.2.1	Establish systems to ensure all City information, literature, and outreach is engaging and responds to the communication needs of residents of all abilities.	Public Engagement	Short: 1 Year	Complete	100%
5.2.3	Ensure the City is telling its story and leverage social media platforms.	Public Engagement	Short: 1 Year	Complete	100%
4.1.8	Develop and implement a proactive program aimed at addressing homelessness that produces a consistent decrease in the annual homelessness count.	Quality of Life	Long: 3-5 Years	Underway	75%
4.2.1	Prepare and execute the City's Alley Rehabilitation plan.	Quality of Life	Long: 3-5 Years	Underway	60%

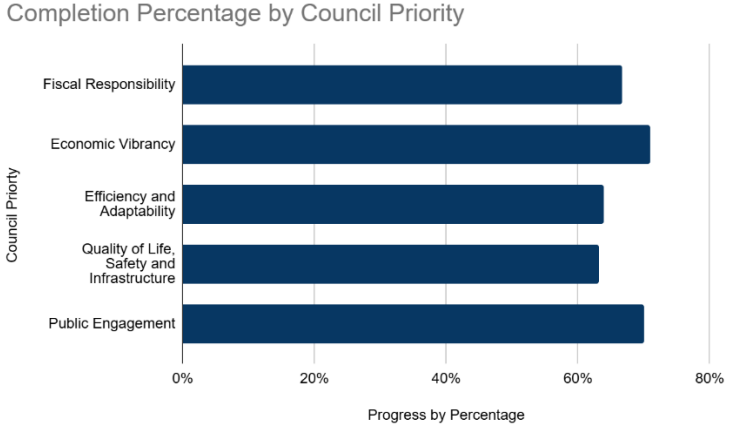
SP No.	Action/Goal	Council Priority	Timeline	Status	% Percent Complete
4.2.13	Enhance the visual appeal of main thoroughfares and freeway on/off ramps in the City by establishing regular maintenance schedules with Caltrans and exploring the feasibility of implementing a proactive street maintenance team.	Quality of Life	Long: 3-5 Years	Underway	35%
4.2.3	Create a sidewalk installation program.	Quality of Life	Long: 3-5 Years	Complete	100%
4.4.2	Explore creative visual and cultural arts offerings that provide unique experiences while utilizing existing community facilities such as the theatre.	Quality of Life	Long: 3-5 Years	Not Started	0%
4.1.2	Pursue and complete Fire Service Accreditation and establish a Strategic Plan for the Fire Department in the process.	Quality of Life	Med: 2-3 Years	Underway	65%
4.1.3	Identify places in the City that require improved street lighting for improved public safety and develop a long-term installation plan.	Quality of Life	Med: 2-3 Years	Complete	100%
4.1.7	Address vehicular speeding Citywide through traffic calming, officer visibility, and an education campaign that addresses driver awareness and reduces accidents.	Quality of Life	Med: 2-3 Years	Underway	60%
4.2.10	Leverage the 2028 Olympics to attract visitors to Downey.	Quality of Life	Med: 2-3 Years	Underway	50%
4.2.11	Create an improvement plan that improves the aesthetics of the City's primary gateways.	Quality of Life	Med: 2-3 Years	Not Started	0%
4.2.4	Identify new strategies to improve traffic management throughout the City.	Quality of Life	Med: 2-3 Years	Not Started	0%
4.2.6	Complete design and begin construction of Furman Park Stormwater Capture and Infiltration Improvements.	Quality of Life	Med: 2-3 Years	Underway	90%
4.2.7	Identify opportunities to promote economic development to enhance connectivity to the Southeast Gateway Line.	Quality of Life	Med: 2-3 Years	Underway	20%
4.2.8	Develop a facility Parks and Recreation needs assessment to inform a City facilities improvement plan.	Quality of Life	Med: 2-3 Years	Not Started	0%
4.3.10	Explore additional recreational opportunities at the southern end of Wilderness Park.	Quality of Life	Med: 2-3 Years	Complete	100%
4.3.11	Seek local, state, and federal funding sources to construct new restroom facilities at Rio San Gabriel Park.	Quality of Life	Med: 2-3 Years	Complete	100%
4.3.13	Complete the Rio San Gabriel Park Improvements Project.	Quality of Life	Med: 2-3 Years	Underway	25%
4.3.4	Construct the Community Garden at Rio San Gabriel Park and implement operating procedures.	Quality of Life	Med: 2-3 Years	Underway	25%
4.3.7	Explore the feasibility of the development of a new Community Center.	Quality of Life	Med: 2-3 Years	Not Started	0%
4.3.9	Expand summer camp and early childhood programs to meet community demand.	Quality of Life	Med: 2-3 Years	Complete	100%
4.4.1	Expand community event offerings to include regional events.	Quality of Life	Med: 2-3 Years	Underway	25%
4.1.1	Enhance security monitoring at City facilities.	Quality of Life	Short: 1 Year	Underway	50%
4.1.10	Update the City's Homelessness Plan.	Quality of Life	Short: 1 Year	Underway	35%
4.1.4	Establish a high school program that introduces students to fire protection career opportunities to create a potential pipeline for new hires.	Quality of Life	Short: 1 Year	Complete	100%
4.1.5	Establish a multi-disciplinary/interdepartmental team to increase effectiveness and improve coordination of City response to the needs and impacts of the homeless.	Quality of Life	Short: 1 Year	Complete	100%

SP No.	Action/Goal	Council Priority	Timeline	Status	Percent Complete
4.1.6	Assess Police Department staffing and operations and implement recommendations as feasible.	Quality of Life	Short: 1 Year	Complete	100%
4.1.9	Continue advocating for state and federal legislation that addresses public safety concerns and bolsters the Downey Police Department, while also securing funding to assist in addressing critical public safety needs within our community.	Quality of Life	Short: 1 Year	Complete	100%
4.2.12	Explore the feasibility of expanding programs that provide assistance to low-income residents with exterior improvements to their homes, including landscaping.	Quality of Life	Short: 1 Year	Complete	100%
4.2.2	Complete the construction of Areas 3, 5, 6, and 7 of the Residential Street Pavement Rehabilitation Project.	Quality of Life	Short: 1 Year	Underway	90%
4.2.2	Complete design and construction of Firestone Blvd. stormwater dry well improvements.	Quality of Life	Short: 1 Year	Underway	50%
4.2.3	Promote the Utility Undergrounding plan to beautify the City and ensure this is a consistent and ongoing effort.	Quality of Life	Short: 1 Year	Complete	100%
4.2.5	Complete design of City-wide PFAS water treatment system.	Quality of Life	Short: 1 Year	Underway	10%
4.2.9	Research a location for a splash pad at a City park.	Quality of Life	Short: 1 Year	Complete	100%
4.3.1	Provide Passport services at the library.	Quality of Life	Short: 1 Year	No Longer ...	100%
4.3.12	Explore funding and methods to expand Wifi at City parks.	Quality of Life	Short: 1 Year	Complete	100%
4.3.14	Explore the feasibility of a coffee and snack stand on the north patio of the Downey Library.	Quality of Life	Short: 1 Year	Underway	75%
4.3.2	Construct a second dog park at Golden Park.	Quality of Life	Short: 1 Year	No Longer ...	0%
4.3.3	Complete the design and begin the construction of the Space Center expansion project and restore the Space Shuttle.	Quality of Life	Short: 1 Year	Underway	100%
4.3.5	Complete the revamp of the Challenger Learning Center.	Quality of Life	Short: 1 Year	Underway	90%
4.3.6	Implement the updated Space Center Strategic Plan to align with the new construction model and reflect the needs of the new Columbia Memorial Space Center.	Quality of Life	Short: 1 Year	Underway	75%
4.3.8	Develop an Arts Master Plan.	Quality of Life	Short: 1 Year	Underway	20%

Fiscal Year 2025-2026 Second Quarter Report (October 2025 – December 2025)







Item No. 10.

TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**OFFICE OF THE CITY MANAGER**
BY:	**MATTHEW BAUMGARDNER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**
DATE:	**FEBRUARY 24, 2026**
SUBJECT:	**ACCEPTANCE OF A COMMEMORATIVE BENCH DONATION FROM THE DOWNEY LOS AMIGOS KIWANIS CLUB**

EXECUTIVE SUMMARY

The City Council will consider accepting the donation of a commemorative bench from the Downey Los Amigos Kiwanis Club for installation at the Downey Civic Center between City Hall and the Downey City Library. The proposed bench will recognize the contributions of the long-standing community organization, which was found 60 years ago in 1966.

RECOMMENDATION

That the City Council:

Accept the donation of a bench from the Downey Los Amigos Kiwanis Club.

BACKGROUND

Founded in 1915 in Detroit, Michigan, Kiwanis International is a global service organization dedicated to improving the world one child and one community at a time. The organization is committed to promoting human values, encouraging ethical leadership, upholding high standards in civic and professional life, fostering active citizenship, and building lasting friendships through service. With more than 600,000 members in 80 countries and geographic areas, Kiwanis International has a broad and meaningful global impact.

The Downey Los Amigos Kiwanis Club has a longstanding tradition of partnering with local organizations to deliver essential services to residents of Downey. Notable initiatives include participation in the annual Thanksgiving luncheon hosted by The Arc – Los Angeles & Orange Counties, which supports individuals with developmental and intellectual disabilities. The club also hosts its annual “Breakfast with Santa” event each December, providing dozens of students from low-income families with a complimentary breakfast, holiday gifts, festive caroling, and an opportunity to visit with Santa Claus.

ANALYSIS

This year will mark the 60th anniversary of the founding of the Downey Los Amigos Kiwanis Club. In recognition of this significant milestone, Kiwanis proposes to donate a commemorative bench to the City of Downey for installation at the Downey Civic Center. The new bench will replace an existing bench located in the breezeway outside the Downey City Library, as depicted in Attachment A. A rendering of the bench design is provided in Attachment B.

Upon the acceptance of the commemorative bench donation, Public Works staff will work closely with the Downey Los Amigos Kiwanis Club to facilitate the installation of the bench. Once the bench is installed, the City will invite the commnunity to a dedication ceremony that is to be scheduled for 10 am on March 4, 2026. The event will feature the unveiling of the bench, addresses from City Officials and Club representatives, and a group photo to commemorate the occasion. Furthermore, the City will ensure the bench's long-term preservation through ongoing maintenance, prioritizing safety and aesthetic appeal.

This generous contribution from the Downey Los Amigos Kiwanis Club will enhance the City's public space while serving as a lasting tribute to Kiwanis century-long commitment to community service.

CITY COUNCIL PRIORITIES

Economic Vibrancy
Public Engagement

FISCAL IMPACT

Approval of the recommended action will result in an estimated cost of $500 for materials and Public Works staff time to install the bench.

Attachments

Attachment A.pdf
Attachment B.pdf

Location where the bench will be replaced.



ATTACHMENT A

Downey Los Amigos Kiwanis Club Bench Design



ATTACHMENT B