



Gloria Olmos, Mayor/Chairperson
Richard Angel, Mayor Pro Tem/
Vice Chairperson
Manuel Acosta, Councilmember/
Boardmember
Hector Delgado, Councilmember/
Boardmember
Gracie Retamoza, Councilmember/
Boardmember

Rachel Barbosa, City Manager/
Executive Director
Donna G. Schwartz, City Clerk/
Secretary
Anthony R. Taylor, City Attorney/
General Counsel

CITY OF SOUTH EL MONTE

REGULAR MEETINGS OF THE SOUTH EL MONTE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT

AGENDA

June 22, 2021, 6:00 PM
(Via Zoom Webinar)

*****SPECIAL NOTICE REGARDING COVID-19*****

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 in response to the COVID-19 pandemic, which authorizes the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements of the Brown Act requiring the physical presence of Council Members, staff, or the public as a condition of participation in or quorum for a public meeting have been waived. Public participation will be allowed via the information below.

To view Live Meetings, use Zoom link below:

Join Zoom Meeting (View and/or Participate ONLY during PUBLIC COMMENT)

Link: <https://us02web.zoom.us/j/84494206382>

Webinar ID: 844 9420 6382

Or

Call In: 1 669 900 6833, when prompted, enter 84494206382#

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to

leave a voicemail message. All comments received an hour before the scheduled meeting will be added to the City Council agenda as part of the public comment.

MEETINGS

The [City Council](#) holds regular meetings on the second and fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular and Adjourned Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-0412

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998.

[Agenda Begins on the Following Page]

1. **ROLL CALL** – Councilmembers: Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos
2. **PLEDGE OF ALLEGIANCE** - Councilmember Hector Delgado
3. **INVOCATION** - Ruby Rose Yepez, Planning Commissioner
4. **PRESENTATIONS**

4.a. **SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF MAY 2021**

City Council to receive a report from the Sheriff's Department and discuss matters concerning law enforcement in the City.

4.b. **CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT REPORT FOR THE MONTH OF MAY 2021**

City Council to receive and file a report from Code Enforcement Division of the Community Development Department on code enforcement and public safety activities during May 2021.

4.c. **PRESENTATION BY ACTIVE SGV ON CLEAN MOBILITY ASSESSMENT**

5. **APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES**

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. **PUBLIC COMMENT**

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak up to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. With respect to non-public hearing items, speakers shall provide their comments at this time. During public hearing, speakers are encouraged to speak at the time the public hearing item is presented. Any documents for review should be presented to the City Clerk for distribution.

7. **CONSENT CALENDAR**

Items on the Consent Calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION AND APPROVAL OF REGULAR CITY COUNCIL MEETING MINUTES FOR JUNE 8, 2021

Staff seeks Council approval of the Minutes for the Regular City Council Meeting held Tuesday, June 8, 2021.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of June 8, 2021.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-31, APPROVING WARRANTS FOR THE PERIOD OF JUNE 9, 2021 THROUGH JUNE 22, 2021

Authorizing payment of City expenditures for the period of June 9, 2021 through June 22, 2020 totaling \$1,237,101.05

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-31, authorizing payment of City expenditures.

7.c. PROPOSED DARK COUNCIL MEETING DATES FOR MONTH OF AUGUST 2021

Staff is requesting City Council "go dark" on Tuesday, August 10, 2021 and Tuesday, August 24, 2021, as the City Council will be taking a recess during the month of August 2021.

RECOMMENDED ACTION: Staff recommends City Council approve "going dark" on Tuesday, August 10, 2021 and Tuesday, August 24, 2021.

7.d. CONSIDERATION OF RESOLUTION NO. 21-36, APPROVING AGREEMENT WITH ECOLANE USA, INC FOR A DEMAND-RESPONSIVE SCHEDULING AND DISPATCHING SOFTWARE SYSTEM

The City of South El Monte was awarded a grant with the Federal Transit Administration ("FTA") Section 5310 Program – The Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA Section 5310 Program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. Funds were allocated in the FTA grant to purchase a paratransit routing and scheduling software package and the associated hardware.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-36, approving and authorizing City Manager to negotiate and execute agreement with Ecolane USA, Inc (Ecolane).

7.e. **CONSIDERATION OF RESOLUTION NO. 21-37, APPROVING AMENDMENT NO. 5 TO EXTEND EXISTING AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FROM JULY 2021 - JUNE 2022 FOR THE ELDERLY NUTRITION PROGRAM SERVICES**

On June 23, 2020, a one-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). The agreement will expire on June 30, 2021. This Amendment will extend the agreement to June 30, 2022 to provide baseline funding for the Elderly Nutrition Programs during Fiscal Year (FY) 2021-22. Staff is requesting for City Council to authorize the City Manager to enter into an agreement with the County to continue providing nutrition services for seniors.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-37, approving Amendment No. 5 extending existing agreement Subaward Number ENP202110 with the County of Los Angeles and authorizing City Manager, or her designee, to execute said agreement.

7.f. **CONSIDERATION OF RESOLUTION NO. 21-38, APPROVING AMENDMENT NO. 8 EXTENDING THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM TO DECEMBER 31, 2021**

On May 26, 2020, the City Council approved a culinary services agreement with Huntington Culinary for a term of one-year for a total compensation not to exceed \$235,654.20 for FY 20-21. The one-year contract for culinary services with Huntington Culinary is set to expire on June 30, 2021. Staff recommends extending the contract to December 31, 2021 to allow for sufficient time to conduct a competitive bidding process per City's Purchase Order Manual.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-38, extending the current term to December 31, 2021 and authorize City Manager to execute Amendment No. 8 to agreement with Huntington Culinary to allow sufficient time to conduct a competitive bidding process for culinary services.

7.g. **CONSIDERATION OF RESOLUTION NO. 21-39, AMENDING CONTRACT WITH HUNTINGTON CULINARY FOR AN INCREASE IN COMPENSATION TERMS AND AUTHORIZING A BUDGET INCREASE OF \$84,345.80 TO THE FISCAL YEAR (FY) 2020-2021 BUDGET**

On May 26, 2020, the City Council awarded a contract for culinary services to Huntington Culinary for a term of one year for a total compensation not to exceed \$235,654.20 for FY 20-21, matching the FY 19-20 award amount of \$235,654.20, to provide culinary services for the City's Elderly Nutrition Program. Due to the COVID-19 Pandemic and the California Safer at Home Initiative the City experienced a 64% increase in the number of meals served to eligible South El Monte senior residents each week.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-39, amending the contract with Huntington Culinary to increase the compensation terms from \$235,654.20 to a total not-to-exceed amount of \$320,000 and authorize a \$84,345.80 budget increase to the FY 2020-21 budget.

7.h. **CONSIDERATION OF RESOLUTION NO. 21-40, APPROVING FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH COMMUNITY DEVELOPMENT DIRECTOR**

Approve the attached resolution amending employment agreement for Community Development Director, Colby Cataldi.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-40, authorizing the Mayor to execute the first amendment to employment agreement with Mr. Cataldi.

PUBLIC HEARING ON NEXT PAGE....

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1253, ADDING CHAPTER 13.14 "ORGANIC WASTE DISPOSAL REDUCTION" TO TITLE 13 "PUBLIC SERVICES" OF THE CITY OF SOUTH EL MONTE MUNICIPAL CODE

The California Integrated Waste Management Act of 1989 (the "Act") established a solid waste management process that requires local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdictions and to maximize reuse and recycling. Several times over the past decade, the California Legislature has amended and added provisions to the Act. For example, AB 1826 and SB 1383 amended the Act to include provisions regarding organic waste recycling, and AB 341 amended the Act to, among other things, require commercial waste generators to arrange for recycling services. The City's current Municipal Code provisions concerning solid waste management, most of which have not been updated since 1994, are out of date and lack many of the provisions required by the Act and recent legislation.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance 1253, adding Chapter 13.14 "Organic Waste Disposal Reduction" to Title 13 "Public Services" of the City of South El Monte Municipal Code.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-43, ACCEPTING UNITED STATES DEPARTMENT OF ENERGY (DOE) AWARD FUNDS AND AUTHORIZING CITY MANAGER OR DESIGNEE TO ENTER INTO A COOPERATIVE AGREEMENT FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

The City of South El Monte submitted a U.S. Department of Energy (DOE) cooperative agreement application for a project involving installation of energy efficiency measures in three (3) municipal buildings. To ensure receipt of award funding for the project, the City Council must adopt a resolution designating the City Manager or designee as the authorized official to execute cooperative agreement.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-43, accepting funding from DOE and authorizing City Manager or designee to enter into a cooperative agreement for the South El Monte Autonomous Building Controls Retrofit project.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-42, ADOPTION OF FISCAL YEAR (FY) 2021-22 ANNUAL BUDGET

On May 25 and June 8, 2021, the City Council reviewed the City Manager's recommended General, Special Revenue, and Capital improvement budgets. Staff recommended General Fund Revenues of \$17,671,023 and Expenditures of \$17,370,065 for a net increase of \$300,958 in the General Fund. In addition, Special Revenue Funds budgeted revenue were \$9,549,394 and expenditures of \$6,556,179 for a net increase of \$2,993,215. On a City-wide basis, the net increase in fund balances was \$3,294,173. Subsequently nine adjustments were identified which increased the City-wide budget surplus by \$741,617. The final net increase in fund balance is now \$4,035,790.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-42 approving the FY 2021-22 Budget which encompasses the General Fund, Special Revenue Funds, and Capital Improvement Projects.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

AB 1234 requires that councilmembers must briefly report, orally or in writing, on meetings attended at City expense (for example, Contract City and League of California Cities Conferences, ICSC conferences, etc.) at the City Council meeting following the meeting.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Consideration of hiring an additional Los Angeles County Deputy/Sergeant to our South El Monte (SEM) Team to impact the rise in crime in South El Monte. Measure ES will generate over \$1 million dollars in sales tax revenue to cover the cost of this vital position.

12.b. MAYOR PRO TEM RICHARD ANGEL

1. Staff to present residential driveway permit process.
2. Implementation of Senior Citizen recreational lap swim and water exercise program.

13. CLOSED SESSION – None.

14. RECESS COUNCIL MEETING

15. ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting.

SUCCESSOR AGENCY MEETING

16. CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Delgado, Retamoza, Vice Chairperson Angel, and Chairperson Olmos

17. APPROVAL OF AGENDA

This is the time for the Board to remove any items from the consent calendar for individual consideration, table, continue, add items, or to make a motion to rearrange the order of this agenda.

18. PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda, or any other matter, are invited to do so at this time. Pursuant to the Brown Act, the Board cannot discuss or take action on items not on the agenda. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda.

19. CONSENT CALENDAR

Items on the Consent Calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the Board during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

19.a. CONSIDERATION AND APPROVAL OF THE REGULAR SUCCESSOR AGENCY MEETING MINUTES - MAY 25, 2021

Staff seeks Agency Board approval of the Minutes of the May 25, 2021 meeting.

RECOMMENDED ACTION: Staff recommends the Agency Board approve the Regular Successor Agency Meeting Minutes of May 25, 2021.

19.b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATES FOR MONTH OF AUGUST 2021

Each year during the month of August, the Successor Agency Board takes a recess and does not hold meetings. If there is a need, a special meeting can be held during the month of August.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board approve "going dark" on Tuesday, August 24, 2021.

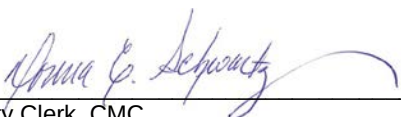
20. EXECUTIVE DIRECTOR'S AGENDA

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, July 13, 2021, 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 17th day of June 2021.



City Clerk, CMC



City Council Agenda Report

**Agenda
Item No.
4.a.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF MAY 2021

SUMMARY: City Council to receive a report from the Sheriff's Department and discuss matters concerning law enforcement in the City.

RECOMMENDATION:

ATTACHMENTS:
[May Crime Statistics](#)

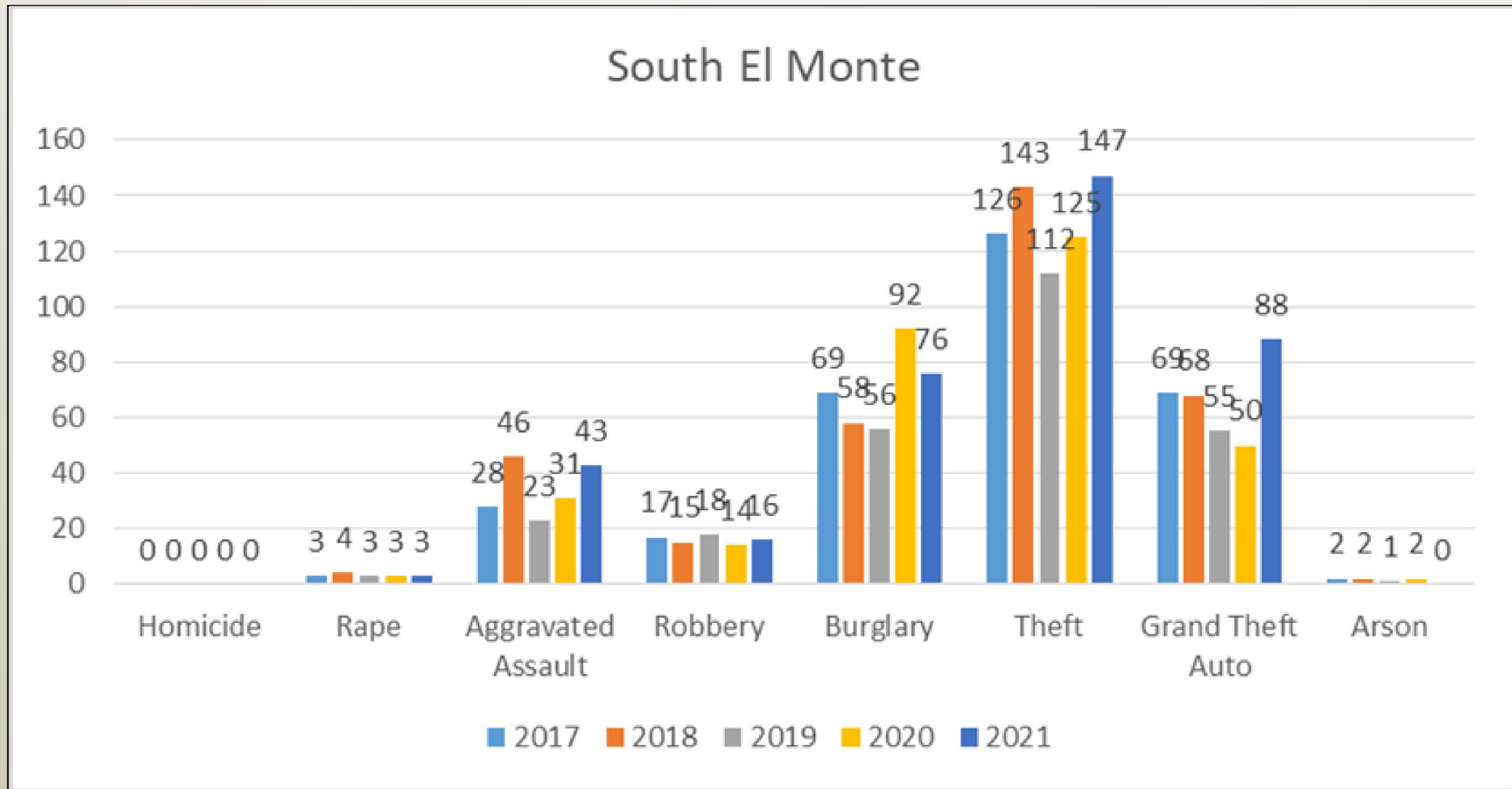
South El Monte May 2021

Crime Statistics



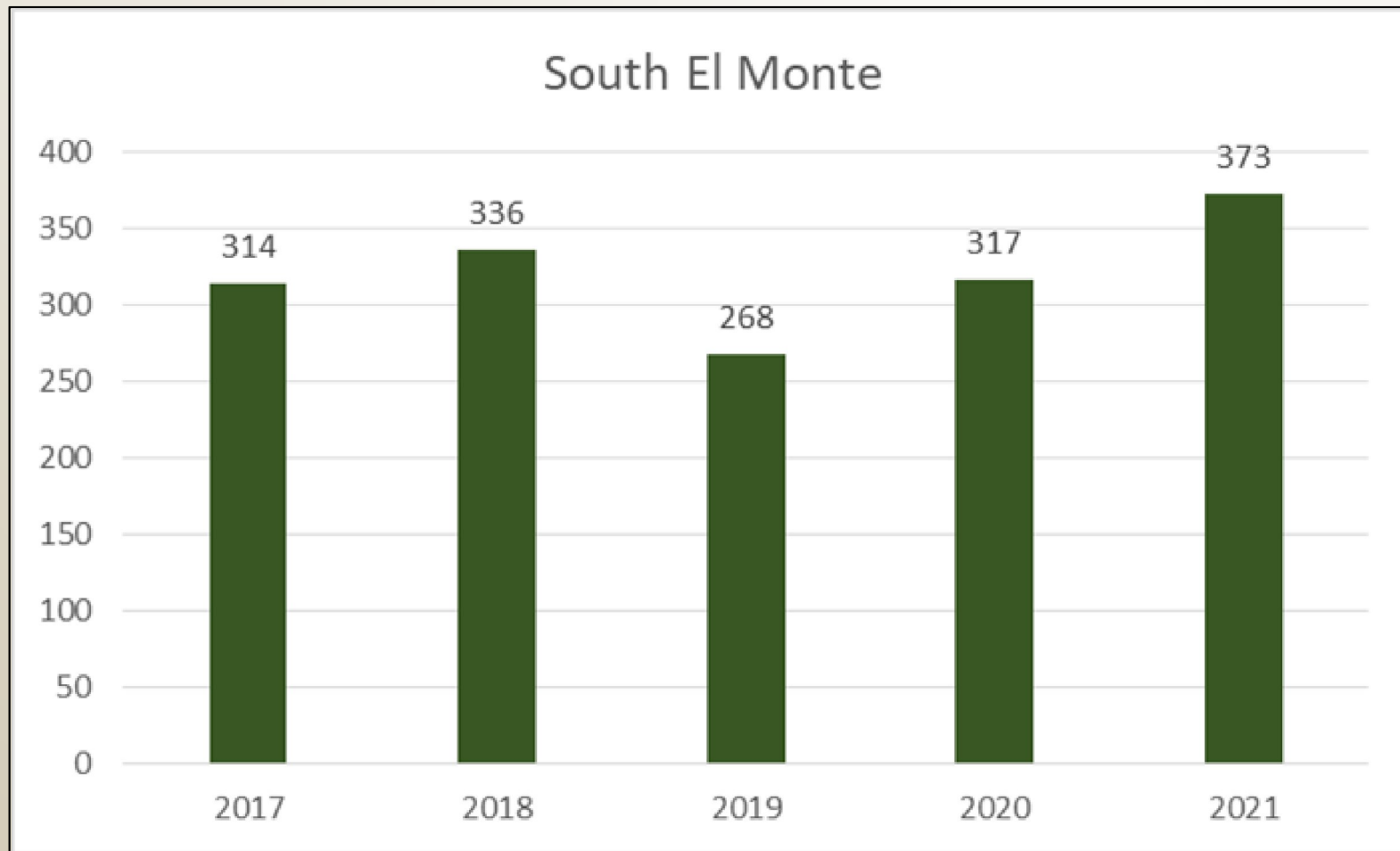
South El Monte

Part I Crime Statistics – May 2021



South El Monte

Part I Crime Statistics – May 2021



South El Monte

Part I Crime Statistics – Monthly Breakdown 2021 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	0	0								0
Rape	2	1	1	0	-1								3
Aggravated Assault	13	15	7	3	5								43
Robbery	5	1	4	3	3								16
Burglary	10	14	19	19	14								76
Theft	36	32	38	15	26								147
Grand Theft Auto	17	22	13	21	15								88
Arson	0	0	0	0	0								0
Total	83	85	82	61	62	0	0	0	0	0	0	0	373

South El Monte	
Res Burg	6
Other Burg	70
Petty Theft	43
Grand Theft	54
Theft from Vehicle	50

YTD 5/31

South El Monte	2020	2021
Arrests	864	715



City Council Agenda Report

**Agenda
Item No.
4.b.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT
REPORT FOR THE MONTH OF MAY 2021

SUMMARY: City Council to receive and file a report from Code Enforcement Division of the Community Development Department on code enforcement and public safety activities during May 2021.

RECOMMENDATION:

ATTACHMENTS:

[Code Enforcement Report](#)

City of South El Monte

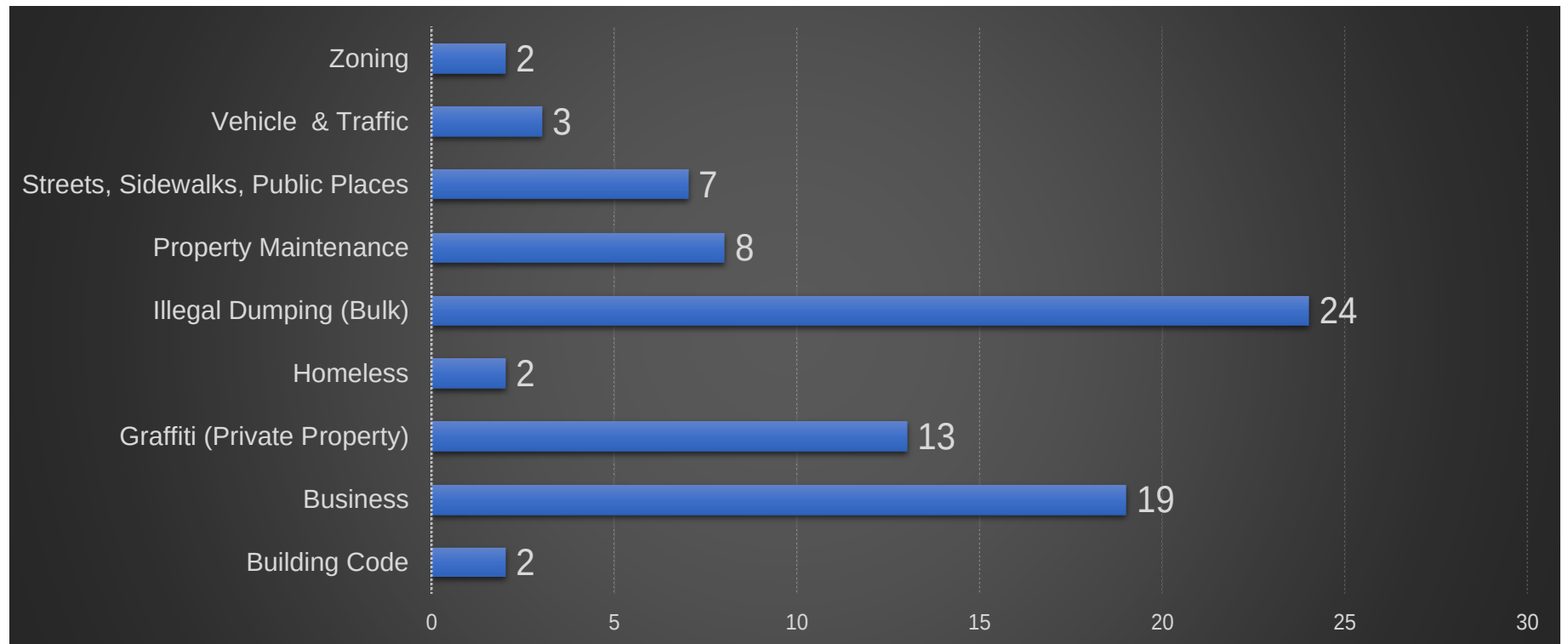
Code Enforcement Report

May 2021 Recap



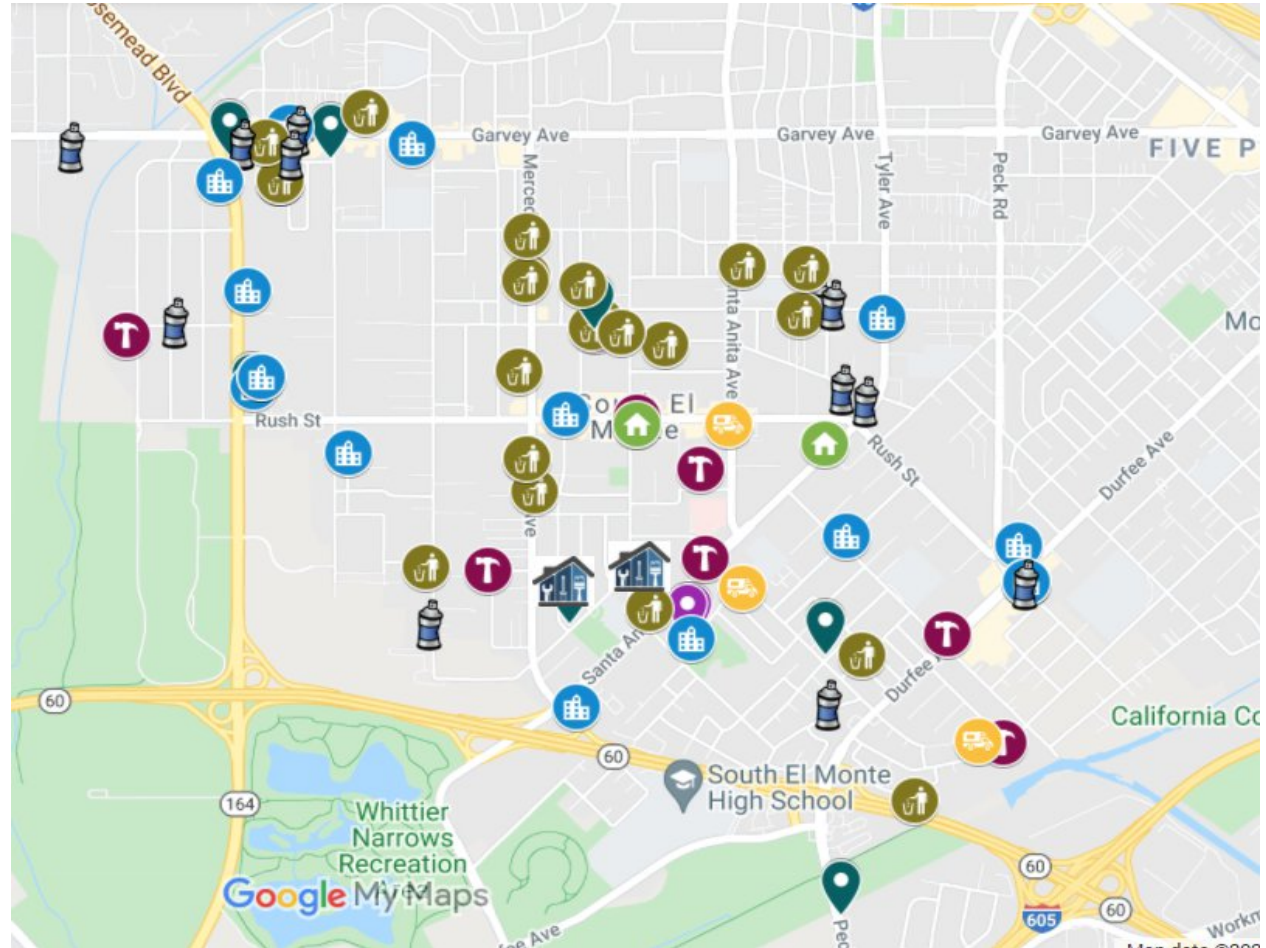
Colby Cataldi, Director
Community Development/Public Works

CODE ENFORCEMENT CASES - 80



CASES BY LOCATION & TYPE

-  Illegal Dumping (BULK) (24)
-  Business (19)
-  Graffiti (Private Property) (13)
-  Property Maintenance (8)
-  Streets, Sidewalks, and Public... (7)
-  Vehicle & Traffic (3)
-  Building Code (2)
-  Homeless (2)
-  Zoning (2)



CODE ENFORCEMENT

Compliance with City codes to improve public safety, environmental health and quality of life

Building Code and Land-use – Illegal Construction

Issue Administrative Citations

Issues Notice of Violation

Engaged in Law Enforcement & Code compliance operations (i.e., Building Inspector, Public Works, Sheriffs, Fire Department, FBI etc.)

Appears in court for judicial cases for criminal activity

Ability to inspect and cite - residential and commercial properties (illegal business activities)



PUBLIC SAFETY

Completes Sheriffs, Criminal and incident Reports (incl. burglary, vandalism,)

Parking enforcement complaints

Street Sweeping enforcement

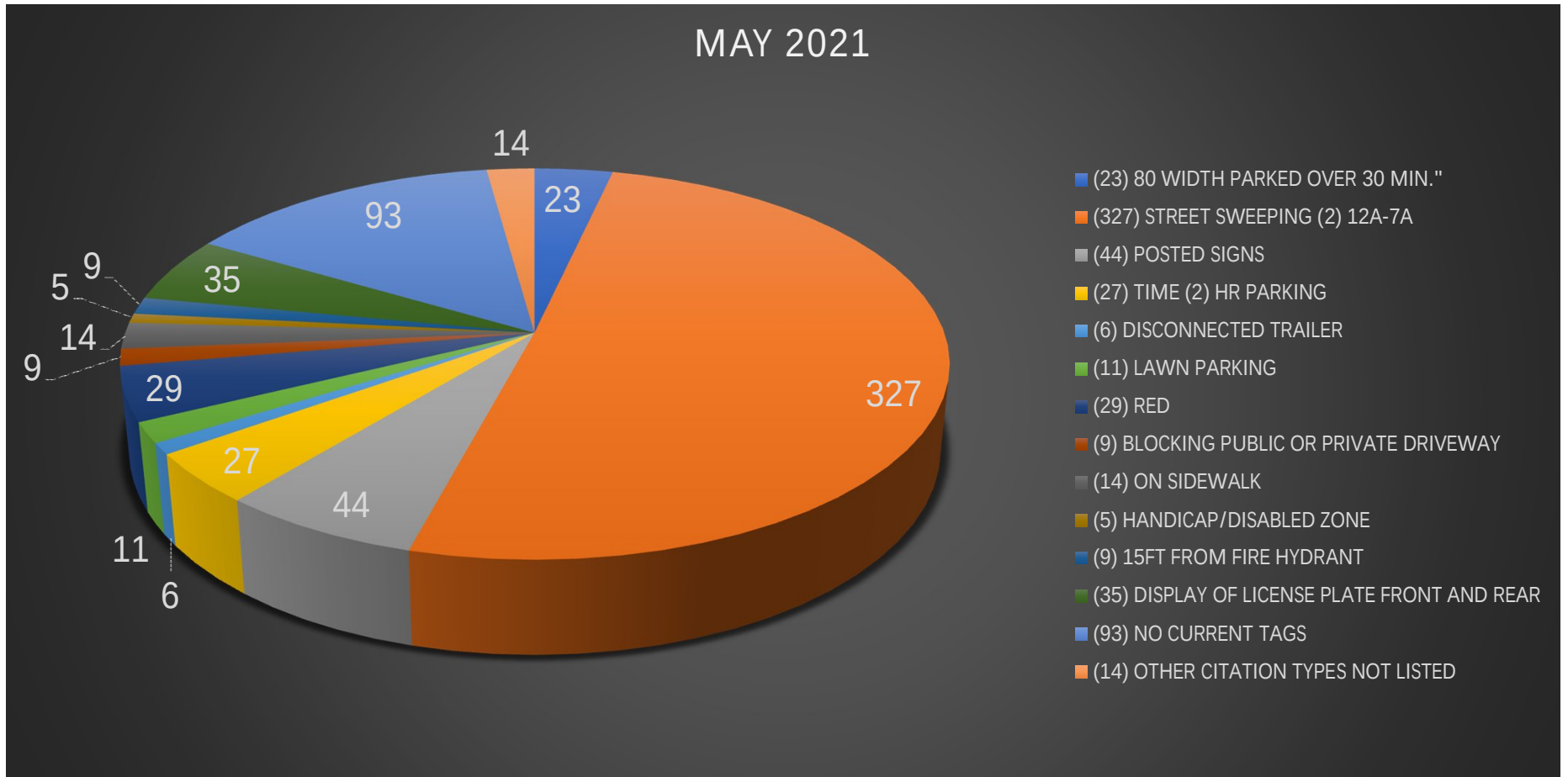
Responds to service calls from Sheriffs inc. non-injury traffic collisions

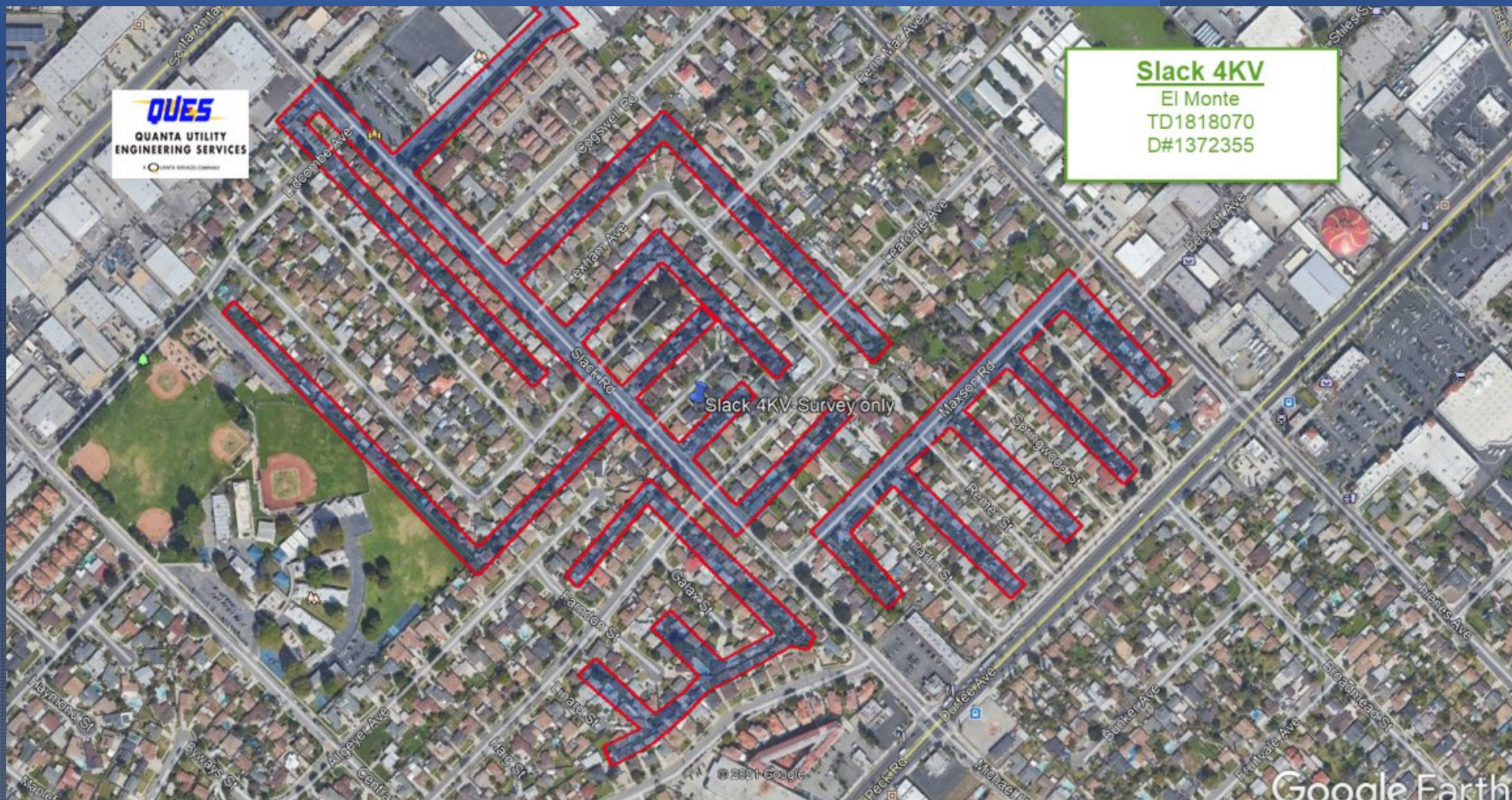
Traffic Control

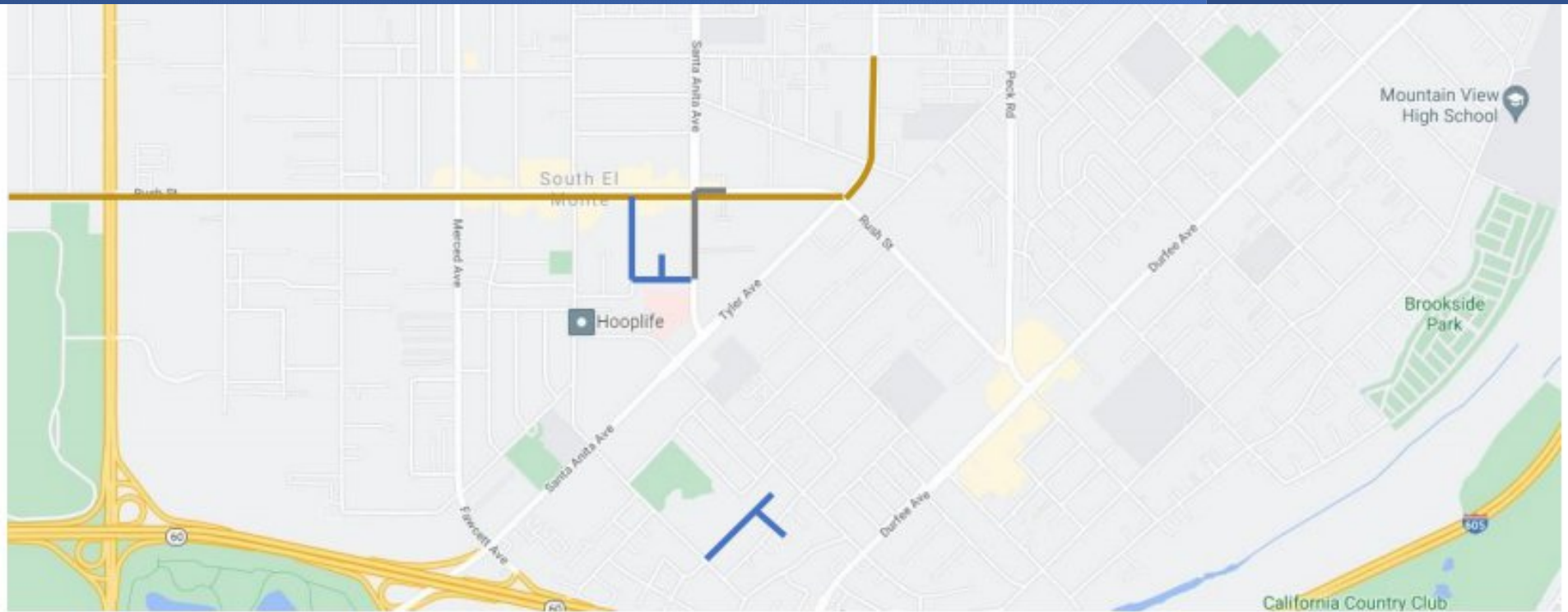
Reports and recovers stolen vehicles within the City's jurisdiction

Assist with Neighborhood Watch meetings

PARKING CITATIONS BY TYPE - 646

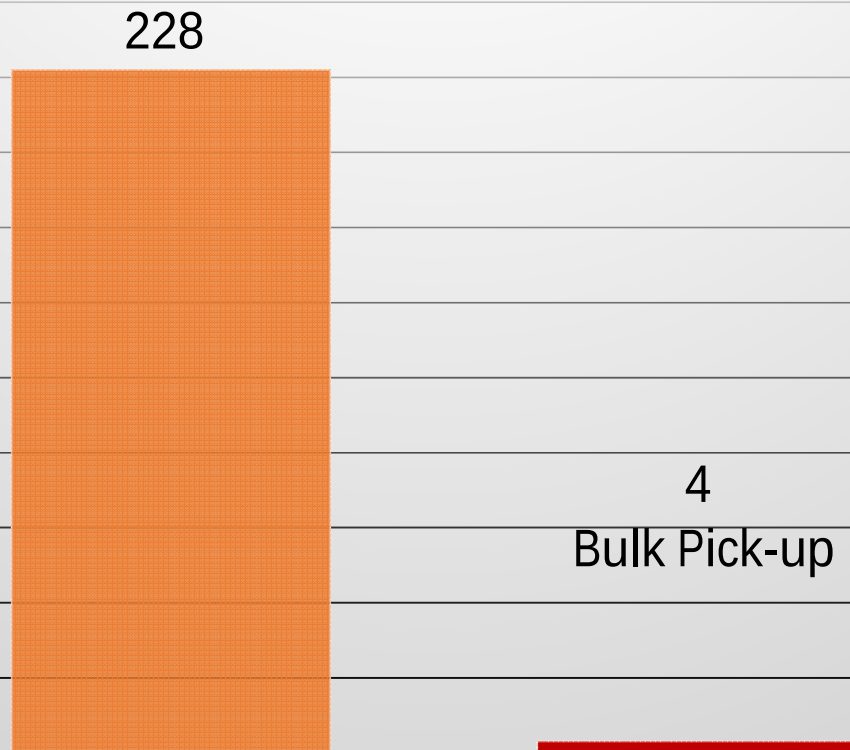




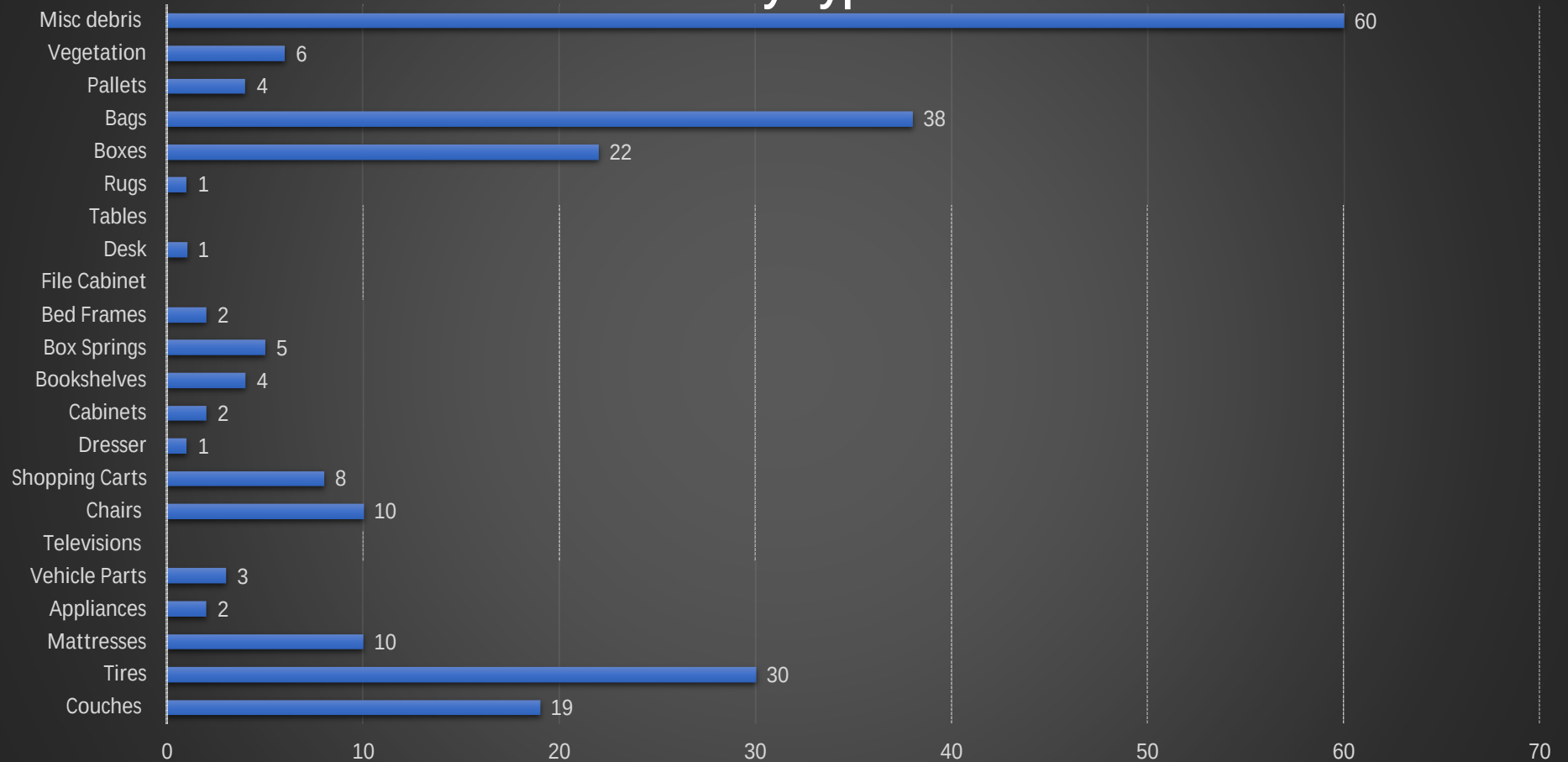


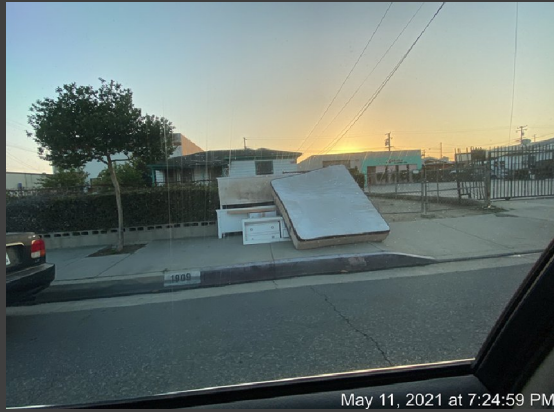
SCE POLE WORK/POLE REPLACEMENT	
WATER COMPANY MAIN LINE WORK	
CHARTER FIBER INSTALLATION	

Illegal Dumping / Bulk Pick-up



Bulk Item by Type – Total 228







City Council Agenda Report

**Agenda
Item No.
4.c.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: PRESENTATION BY ACTIVE SGV ON CLEAN MOBILITY
ASSESSMENT

SUMMARY:

RECOMMENDATION:

ATTACHMENTS:

[Clean Mobility Assessment](#)



ActiveSGV Clean Mobility Assessment

El Monte and South El Monte
June 2021

Clean Mobility Assessment



- Collect input from El Monte and South El Monte residents on their travel behaviors and preferences for future transportation enhancements
- Assess and support adoption of cleaner forms of mobility

Funder



CMO is funded by California Climate Investments (CCI), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

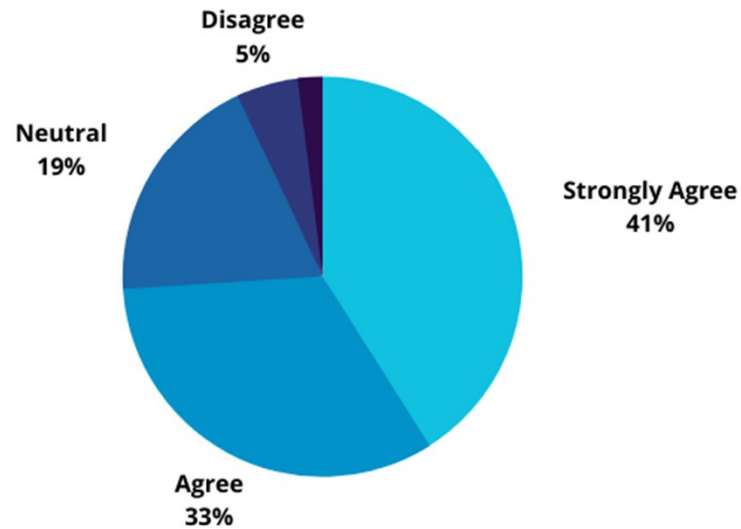
Outreach



- Virtual Presentations to local groups and stakeholders
- Email Newsletter updates
- Social Media
- Mailed 9,000 multilingual program flyers
- Text Banking
- 1-on-1 Interviews
- Virtual Focus Groups
- Virtual Public Input Meetings
- Community Pop-up

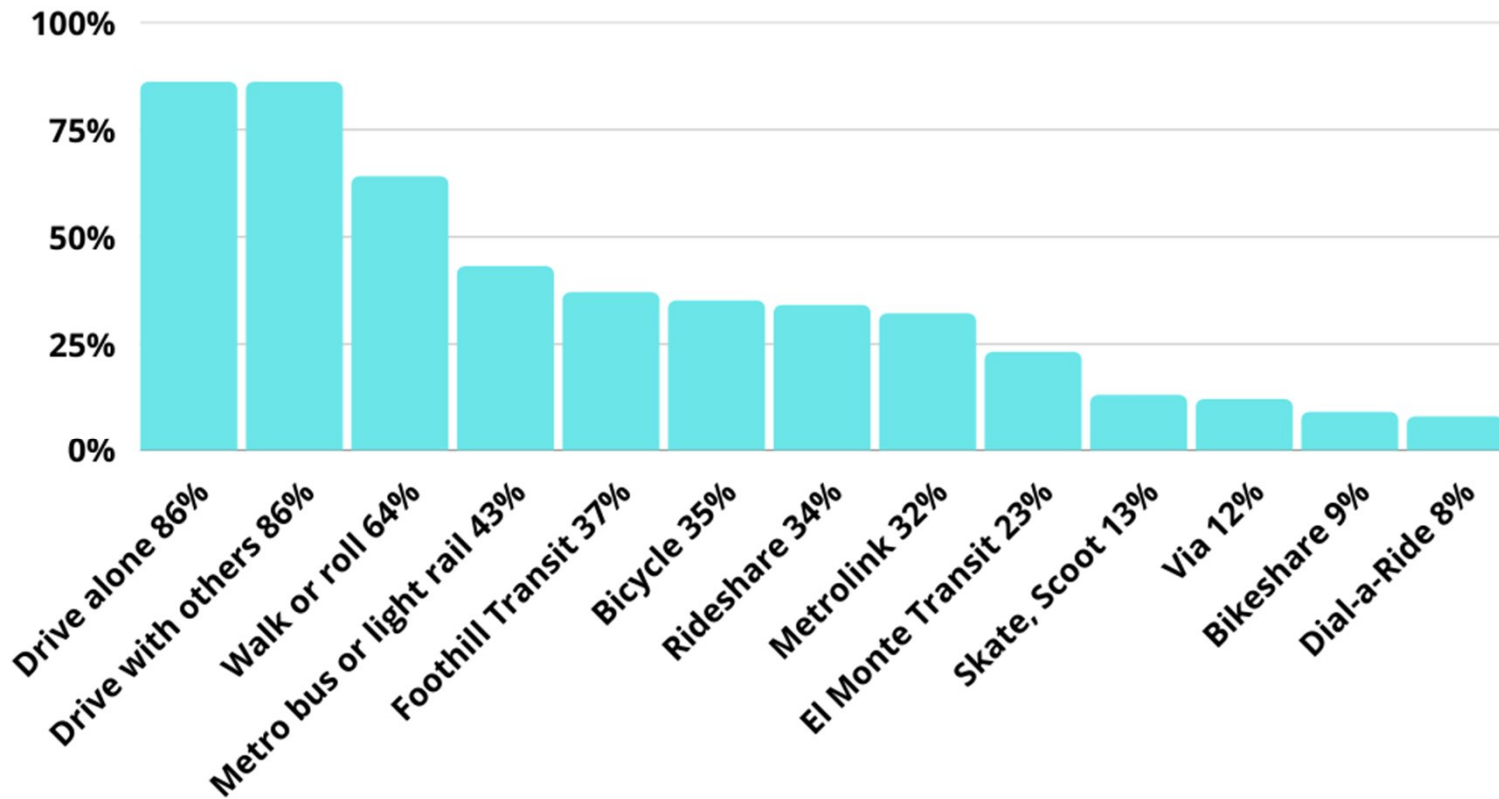
Findings

- Collected 259 resident surveys
 - 212 (82%) El Monte residents
 - 47 (18%) South El Monte residents
- Interviewed 49 community members
- 74% of respondents felt it was generally easy for them to get where they need to go



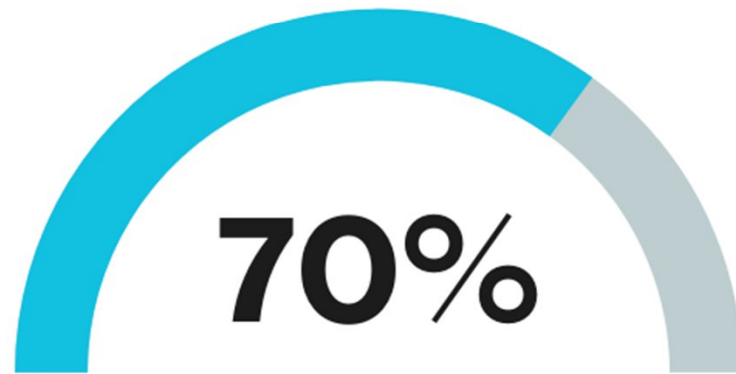
Findings

How do residents get to where they need to go?



Findings

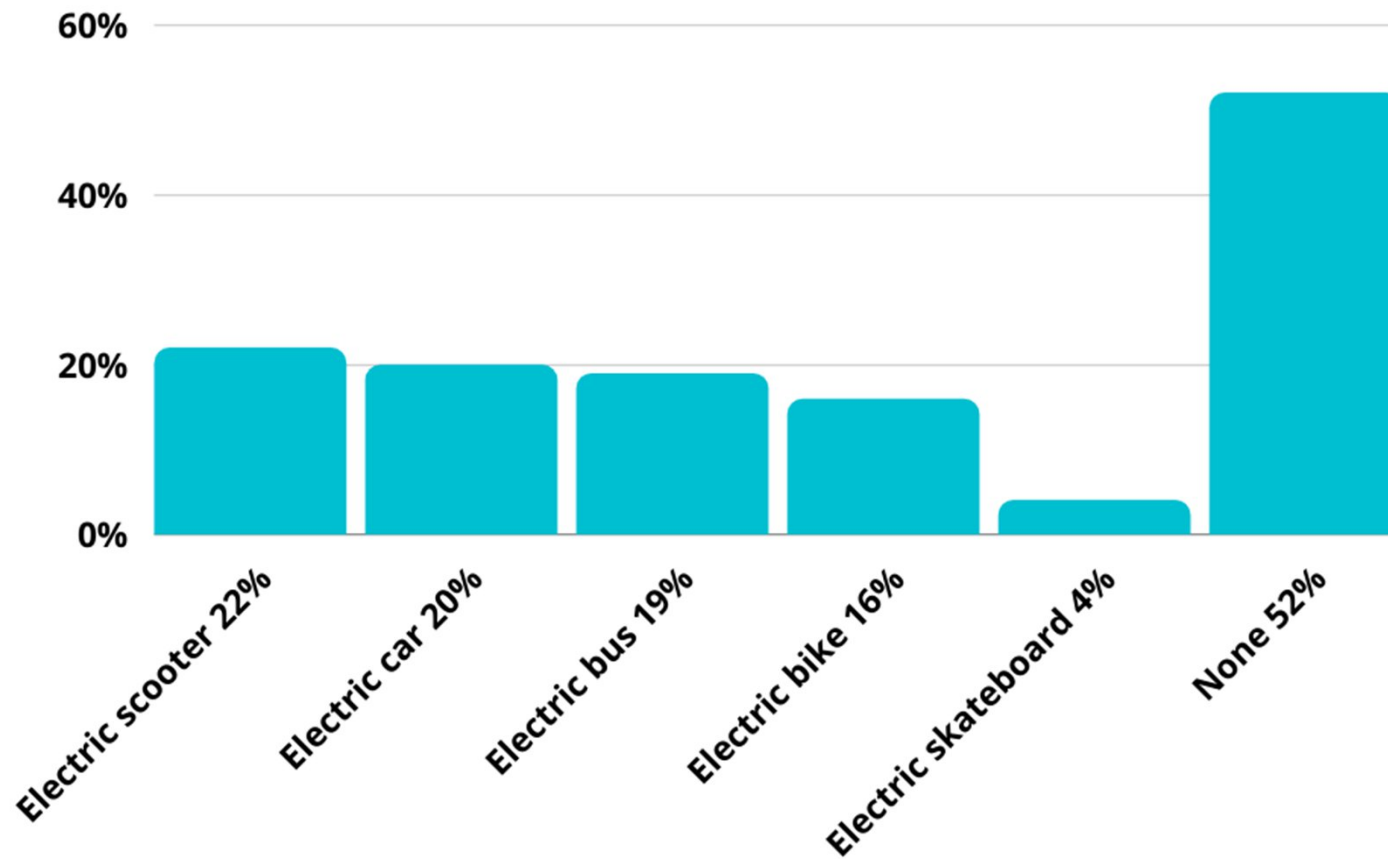
How do residents get to where they need to go?



70% of respondents make daily trips by car either driving alone or driving with others.

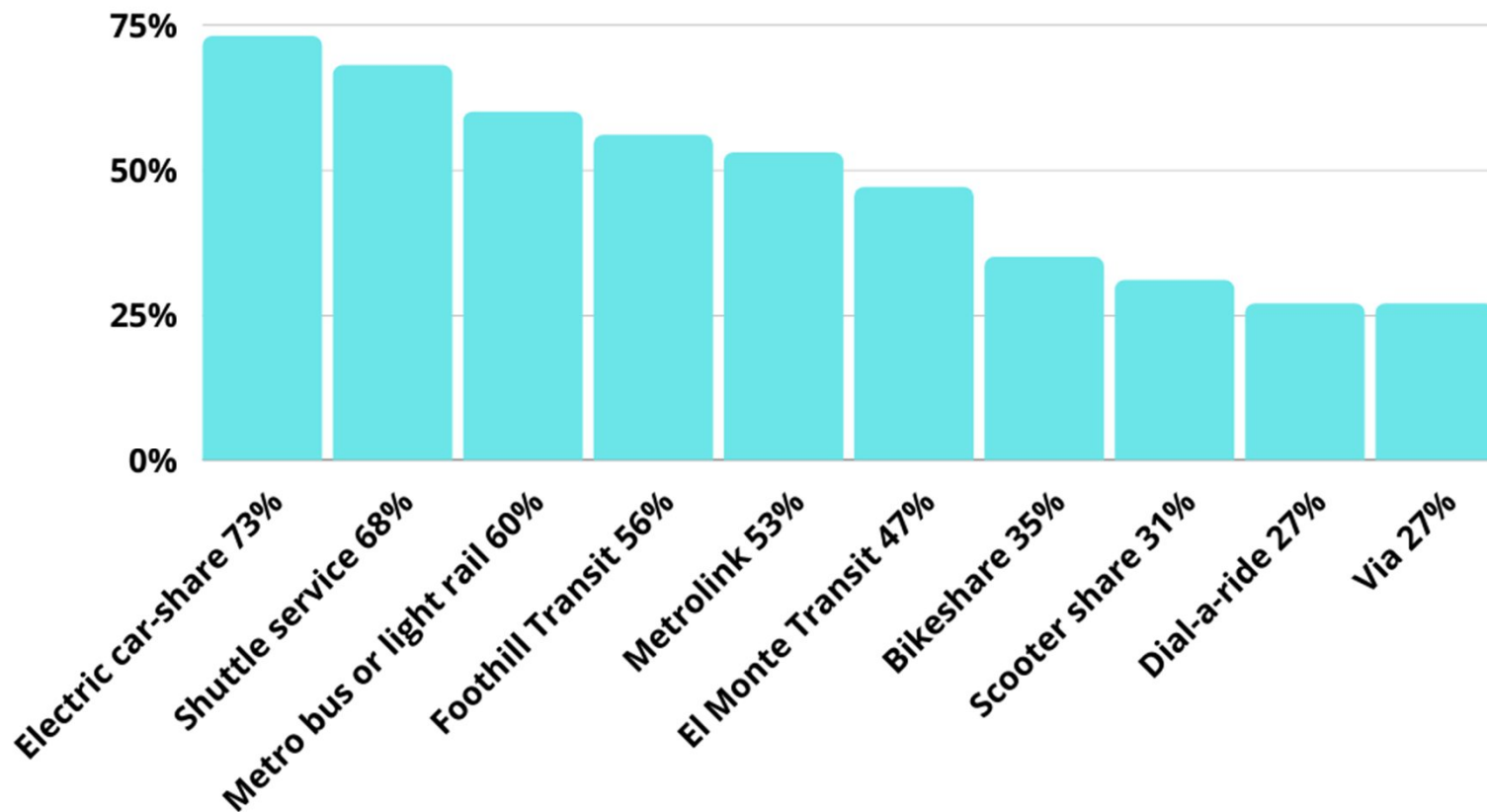
Findings

Which of the following have residents tried?



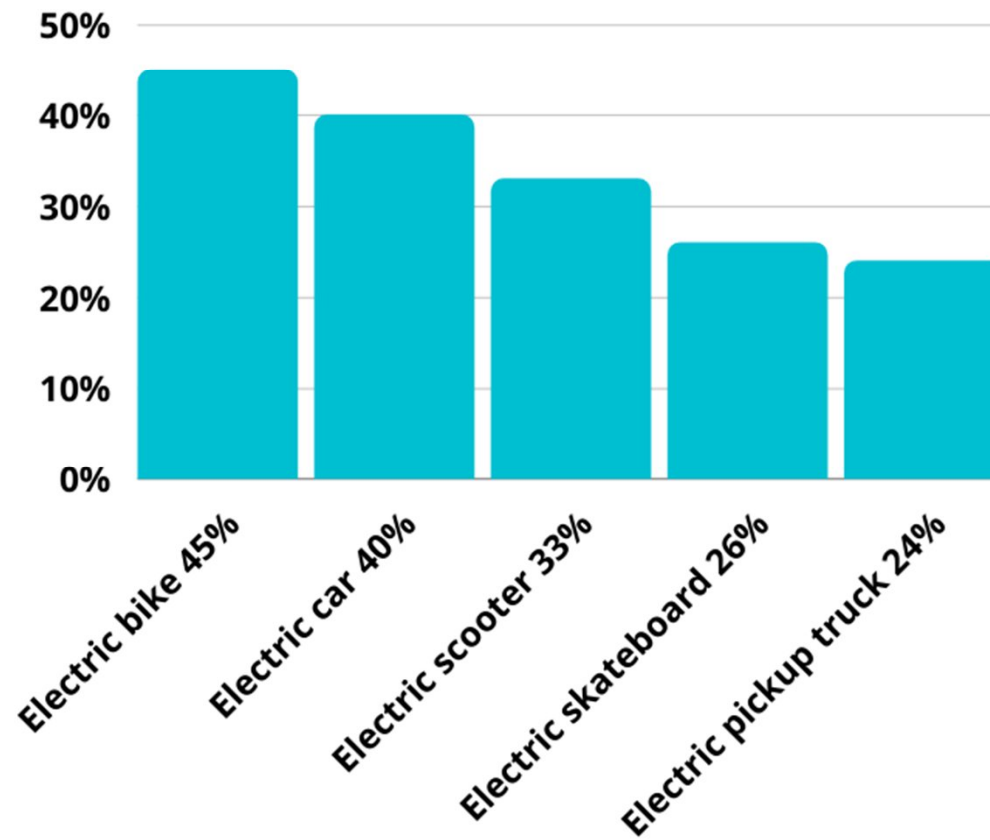
Findings

Which transportation options would residents consider using if they were readily available and affordable?



Findings

Which transportation options would residents be interested in renting on a monthly basis?



Recommendations

- **Better bus service** with more frequent headways, well-lighted and shaded stops, and safety ambassadors/staff.
- **Greener, safer streets** with protected bike/rollways, street trees, energy efficient lighting, and ample shade.
- **Improved access to and awareness of** affordable forms of public transit and e-mobility, including sharing programs for electric vehicles, bikes, and other forms of zero emission mobility.
- **Pricing analysis** for e-micro-mobility programs
- **Assess specific types of e-bikes** residents are interested in renting or buying

THANK YOU

The Final Report will be available for
viewing by July 31, 2021 at
www.ActiveSGV.org/mobility4emsem

Project Manager Danielle@activesgv.org
Project Supervisor Wes@activesgv.org

@activeSGV





City Council Agenda Report

**Agenda
Item No.
7.a.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF REGULAR CITY COUNCIL
MEETING MINUTES FOR JUNE 8, 2021

SUMMARY: Staff seeks Council approval of the Minutes for the Regular City Council Meeting held Tuesday, June 8, 2021.

RECOMMENDATION: Staff recommends City Council approve the Regular City Council Meeting Minutes of June 8, 2021.

ATTACHMENTS:

[June 8, 2021 Meeting Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING - MINUTES
TUESDAY, JUNE 8, 2021 - 6:00 p.m.**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:02 p.m.

PRESENT (via Zoom Webinar): Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

STAFF PRESENT(via Zoom Webinar): Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; Paola Lara, Deputy City Clerk, and Andres Gonzalez, Senior Services Supervisor.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020. Teleconference/Zoom was provided for the Public.

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Angel led the Pledge of Allegiance.

3. INVOCATION – Rudy Bojorquez, Planning Commissioner, offered the invocation.

4. PRESENTATIONS

- 4.a.** Mayor and City Council presented a Proclamation proclaiming the month of June as LGBTQ month.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

A motion was made by Councilmember Retamoza, seconded by Councilmember Acosta to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

There being no speakers, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

City Attorney Anthony Taylor read the title of Ordinance No. 1252 for Consent Calendar Item 7.d.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

7.a. Approved Minutes for the Regular City Council Meeting held Tuesday, May 25, 2021.

7.b. Adopted Resolution No. 21-29, authorizing payment of City expenditures for the period of May 26, 2021 through June 8, 2021 totaling \$865,032.43.

7.c. Approved the fee waiver request for the use of New Temple Park Field #1 in the amount of \$2,500.00.

7.d. Waived second reading and adopted Ordinance No. 1252, adding Section 8.36.065 to regulate repeat violations of the SEMMC.

8. PUBLIC HEARINGS – None.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-30 TO PURCHASE TWO (2) REPLACEMENT TRANSPORTATION VEHICLES AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE DOCUMENTS

Mayor Olmos announced the item.

City Manager Rachel Barbosa introduced Senior Services Supervisor Andres Gonzalez who presented the staff report.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve Resolution No. 21-30 for the purchase of one Starcraft Allstar Cutaway Bus from Creative Bus Sales, Inc. and one Ford Transit 350MR from A-Z Bus Sales, Inc., and authorize City Manager to execute all requisite documents for the purchase. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-32, APPROVING TWO AGREEMENTS WITH XEROX INC. FOR PRINTER COPIER SERVICES AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENTS

Mayor Olmos announced the item.

City Manager Rachel Barbosa introduced Interim Finance Director William Fox who presented the staff report.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to adopt Resolution No. 21-32 and approve authorization for City Manager to enter into two agreements. The first is a Service Agreement with So Cal Office Technologies, a subsidiary of Xerox Corporation. This agreement will cover the copy cost and maintenance services. The second agreement is with Xerox Financial Services, a subsidiary of Xerox, for a sixty-month lease of five new Xerox copiers. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-33 ORDERING A REPORT AND CALLING A HEARING FOR THE LEVY AND COLLECTION OF THE SEWER SERVICE FEE FOR FISCAL YEAR 2021-22

Mayor Olmos announced the item.

City Manager Rachel Barbosa introduced Community Development Director Colby Cataldi who presented the staff report.

A motion was made by Councilmember Retamoza, seconded by Councilmember Angel to adopt Resolution No. 21-33, ordering a written report and calling a public hearing on July 13, 2021, for the levy and collection of the Sewer Service Fee for fiscal year 2021-22. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

**9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-34
AWARDING CONSTRUCTION CONTRACT TO ONYX PAVING
COMPANY, INC. FOR THE 2020 RESIDENTIAL STREET
REHABILITATION PROJECT (CDBG)**

Mayor Olmos announced the item.

Community Development Director Colby Cataldi presented the staff report.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to adopt Resolution No. 21-34, to do the following: 1. Adopt and approve plans and specifications for Project No. 253 (2020 Residential Street Rehabilitation Project); 2. Review the bids submitted for the work to be performed and find that Onyx Paving Company, Inc. has submitted the lowest responsive bid for the Project; 3. Award the 2020 Residential Street Rehabilitation Project contract to Onyx Paving Company, Inc. in the amount of \$614,000, and approving a 15% contingency amount of \$92,100, for a total project construction cost, not to exceed \$706,100; 4. Authorize the City Manager to approve the use of any portion of the 15% contingency in the total amount of \$92,100; 5. Authorize Transtech Engineers, Inc. to proceed with construction management, grant coordination and inspection services, in the amount of \$70,610 (10% of construction cost), pursuant to their existing engineering services agreement; and 6. Approve a total project budget of \$776,710. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

**9.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-35,
APPROVING LIST OF STREET REHABILITATION PROJECTS FOR
FISCAL YEAR (FY) 2021-22 UNDER THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017 (SENATE BILL 1 BEALL)**

Mayor Olmos announced the item.

Community Development Director Colby Cataldi presented the staff report.

A motion was made by Councilmember Retamoza, seconded by Councilmember Acosta to adopt Resolution No. 21-35, approving list of street rehabilitation projects for FY 2021-22 under the Road Repair and Accountability Act of 2017 (SB1 Beall). Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

9.f. FISCAL YEAR 2021-22 ANNUAL BUDGET STUDY SESSION #2

Mayor Olmos announced the item.

City Manager Rachel Barbosa gave a brief summary of what the Interim Finance Director would be covering and introduced Interim Finance Director William Fox who presented the staff report and provided a PowerPoint presentation on Fiscal Year (FY) 2021-22 Financial Results, FY 2021-22 Budget Plan, Five Year Forecast, and Personnel Requests.

City Manager Rachel Barbosa announced a correction on slide 12 on the presentation that was included in the agenda packet, noting that the description on the bottom of the slide was updated from "General Fund Revenues" and "General Fund Expenditures" to "Special Revenues" and "Special Expenditures."

City Council discussed at length the personnel requests.

Council directed staff to bring back a report with clarification of the duties of both Public Safety Officer and Code Enforcement Officer, allocation of funds for the proposed positions, and information for possibly hiring an additional deputy.

A motion was made by Councilmember Acosta, seconded by Councilmember Angel to receive and file the report. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos.

NAYS: Councilmember(s): None.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended Athens 25th Anniversary Luncheon, El Monte/South El Monte Chamber of Commerce Awards Ceremony, and South El Monte High School Graduation.

Councilmember Delgado announced he attended South El Monte High School Graduation.

Mayor Pro Tem Angel announced he attended Athens 25th Anniversary Luncheon, El Monte/South El Monte Chamber of Commerce Awards Ceremony, and South El Monte High School Graduation.

Councilmember Retamoza announced she attended El Monte/South El Monte Chamber of Commerce Awards Ceremony and South El Monte High School Graduation.

Mayor Olmos announced she attended the employees All Staff Meeting (via zoom), Athens 25th Anniversary Luncheon, El Monte/South El Monte Chamber of Commerce Awards Ceremony, South El Monte High School Graduation, Food Giveaway and Vaccination Clinic with Hilda Solis at Epiphany Church, and announced the El Monte/South El Monte Chamber of Commerce will hold a Fundraising Circus June 17th – June 28th.

11. CORRESPONDENCE – None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Consideration of Consolidating with the County's 2021 Governors Recall Election and having a Special Election to add the proposed Cannabis Initiative that was approved by Council for the General Municipal Election in November 2022. The cost savings of having the printing and mailing cost of the Vote by Mail ballots by the proponents is an incentive for our City.

Councilmember Delgado continued the item to the June 22nd City Council meeting agenda.

Mayor Pro Tem Angel requested to place the residential permit process as his agenda item for the June 22nd City Council meeting.

13. CLOSED SESSION

At 8:22 p.m. City Attorney Taylor recessed Council into closed session.

**13.a. CONFERENCE WITH LABOR NEGOTIATOR
GOVERNMENT CODE SECTION 54957.6**

City Negotiator: City Manager
Employee Organizations: South El Monte Employees Association & South El Monte Executive Management Team Association

**13.b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT
CODE SECTION 54957**

Title(s): Deputy City Manager, Community Development Director, Finance Director and City Clerk

At 9:30 p.m. Mayor Olmos reconvened to open session.

City Attorney Taylor announced City Council discussed closed session Items 13.a. and 13.b. No reportable action, nothing to report.

14. RECONVENE AND ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 9:30 p.m. Mayor Olmos adjourned the meeting to Tuesday, June 22, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

**Agenda
Item No.
7.b.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Michelle Tang, Accounting Technician

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-31,
APPROVING WARRANTS FOR THE PERIOD OF JUNE 9, 2021
THROUGH JUNE 22, 2021

SUMMARY: Authorizing payment of City expenditures for the period of June 9, 2021 through June 22, 2020 totaling \$1,237,101.05

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-31, authorizing payment of City expenditures.

ATTACHMENTS:

[Resolution No. 21-31](#)

[Warrants](#)

RESOLUTION NO. 21-31

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JUNE 9, 2021 THROUGH JUNE 22, 2021 TOTALING \$1,237,101.05

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Finance Director hereby certifies to the accuracy of the following demands and the availability of funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by law and that the same are hereby allowed in the amounts hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Electronic Warrants	6/9/2021 – 6/22/2021	5020-5033	\$156,898.75
FY 20/21	Hand Typed Warrants	6/9/2021 – 6/22/2021	137791-137800	\$21,132.80
FY 20/21	Regular Warrants	6/9/2021 – 6/22/2021	137801-137869	\$917,633.60
Payroll	Check	PPE 6/12/2021	27414-27431	\$9,724.68
Payroll	Direct Deposit	PPE 6/12/2021	789242-798342	\$131,711.22

TOTAL EXPENDITURES RESOLUTION NO. 21-31 \$1,237,101.05

PASSED, APPROVED, and ADOPTED this 22nd day of June 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-31, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of June 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011001050	CALPERS	5020	6/14/2021	JUN'21 RETIRED ADMIN	15.58
21	011001050		5020	6/14/2021	JUN'21 ACTIVE ADMIN	137.46
21	011001050		5020	6/14/2021	JUN'21 RETIRED HEALTH	1,144.00
21	05		5020	6/14/2021	JUN'21 ACTIVE HEALTH	57,274.53
						\$58,571.57
21	05	DEPARTMENT OF THE TREASURY	5021	6/14/2021	PPE 5/29/21 MED	1,231.56
21	05		5021	6/14/2021	PPE 5/29/21 FICA	5,265.98
21	05		5021	6/14/2021	PPE 5/29/21 FEDERAL	9,215.22
21	05		5022	6/14/2021	PPE 5/29/21 MED	4,777.80
21	05		5022	6/14/2021	PPE 5/29/21 FEDERAL	15,596.94
21	05		5022	6/14/2021	PPE 5/29/21 FICA	20,429.26
						\$56,516.76
21	011001020	ELAN FINANCIAL SERVICES	5024	6/14/2021	PHONE INSTALL PAYOFF	539.99
21	011501535		5024	6/14/2021	FURNITURE/EXTDAY CARE	654.86
21	011701710		5024	6/14/2021	WATER COOLER FEE	799.00
21	011501540		5024	6/14/2021	FURNITURE/CCTR	1,080.39
21	011501540		5024	6/14/2021	FURNITURES/CCTR	1,286.55
21	011501540		5024	6/14/2021	PROJECTOR/REC PRGMS	1,862.12
21	011301330		5024	6/14/2021	3/29-4/2 WIRELESS	6,474.16
21	011001010		5024	6/14/2021	PANDA EXPRESS REBATE	-1.91
21	011501530		5024	6/14/2021	EVENT/ACTIVITY FLYER	2.99
21	011501530		5024	6/14/2021	EVENT/ACTIVITY FLYER	2.99
21	011501530		5024	6/14/2021	EVENT/ACTIVITY FLYER	2.99
21	011501530		5024	6/14/2021	EVENT/ACTIVITY FLYER	2.99
21	011501530		5024	6/14/2021	SNACKS/VACCINE CLINIC	7.05
21	011001010		5024	6/14/2021	PHONE CASE/RETAMOZA	8.76
21	011001010		5024	6/14/2021	4/13 COUNCIL MTG MEAL	9.76
21	011001040		5024	6/14/2021	ADOBE PHOTOSHOP SUB	9.99
21	011701710		5024	6/14/2021	SGV SUBSCRIPTION	10.00
21	011501530		5024	6/14/2021	MOTHERS DAY CRAFT SUP	10.56
21	011501530		5024	6/14/2021	CRICUT SUPPLIES	10.81
21	011511541		5024	6/14/2021	YOUTH SPORTS UNIFORMS	13.89
21	011701710		5024	6/14/2021	LA TIMES SUBSCRIPTION	15.96
21	011301310		5024	6/14/2021	HDMI CABLE FOR MTG	17.39
21	011511543		5024	6/14/2021	COFFEE DCFS EVENT	17.95
21	011001010		5024	6/14/2021	SNACKS/CITY COUNCIL	21.24
21	011501530		5024	6/14/2021	MOTHERS DAY CRAFT SUP	34.10
21	011501530		5024	6/14/2021	LUNCH/VACCINE CLINIC	38.50
21	011001010		5024	6/14/2021	4/20 COUNCIL MTG MEAL	40.09
21	011001010		5024	6/14/2021	4/27 COUNCIL MTG MEAL	47.79
21	011001010		5024	6/14/2021	4/13 COUNCIL MTG MEAL	48.17
21	011301330		5024	6/14/2021	HOTSPOT SVC-DELGADO	50.00
21	011301330		5024	6/14/2021	HOTSPOT SVC-BARBOSA	55.00
21	011501530		5024	6/14/2021	MOTHERS DAY CRAFT SUP	72.16
21	011001050		5024	6/14/2021	RECRUITMENT ADVERTISE	75.00
21	011001050		5024	6/14/2021	RECRUITMENT ADVERTISE	75.00
21	011511543		5024	6/14/2021	LUNCH DCFS EVENT	100.18

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011501530	ELAN FINANCIAL SERVICES...	5024	6/14/2021	ARTHRITIS EXE TRAIN'G	119.00
21	011001040		5024	6/14/2021	GREATLY SOCIAL SUBS	144.00
21	011501530		5024	6/14/2021	PIZZAVACCINE CLINIC	160.89
21	011301330		5024	6/14/2021	HOTSPOT SVC-COUNCIL	200.00
21	011001020		5024	6/14/2021	4/23-5/22 ZOOM CONF.	337.90
21	011701710		5024	6/14/2021	9/19-3/18 H2O RENTAL	387.19
21	011501540		5024	6/14/2021	EXT DAY KID FURNITURE	457.49
						\$15,302.94
21	05	EMPLOYMENT DEVELOPMENT DEPT.	5025	6/14/2021	PPE 5/29 STATE WTHD'G	3,543.92
21	05		5026	6/14/2021	PPE 5/29 UITAX WTHD'G	696.73
21	05		5026	6/14/2021	PPE 5/29 STATE WTHD'G	4,829.70
21	05		5026	6/14/2021	PPE 5/29 TNG WTHD'G	19.47
						\$9,089.82
21	05	HARTFORD INSURANCE	5027	6/14/2021	JUN'21 LT DISABILITY	7,437.52
						\$7,437.52
21	01	QUADIENT LEASING USA, INC.	5028	6/14/2021	JUL-OCT'21 POST LEASE	739.20
						\$739.20
21	011501530	SAM'S CLUB DIRECT	5029	6/14/2021	COVID CLINIC SNACKS	28.91
21	011511543		5029	6/14/2021	DCFS DRI-THRU EVENT	30.98
21	011501540		5029	6/14/2021	AFTER SCHOOL PRGM SUP	50.33
21	011501530		5029	6/14/2021	SCTR KITCHEN SUPPLIES	84.86
21	063003020		5029	6/14/2021	C2 CLIENTS EMERG MEAL	218.29
21	011701710		5029	6/14/2021	CHALL LOBBY TV	1,230.76
						\$1,644.13
21	011601610	SOUTHERN CALIFORNIA EDISON	5030	6/14/2021	3/18-5/16 1530 CENTRA	2,824.52
21	011601620		5031	6/14/2021	3/18-5/16 1556 CENTRA	1,633.92
21	011701760		5033	6/14/2021	5/1-5/31 10452 RUSH	17.46
21	011701760		5033	6/14/2021	4/26-5/24 10838 MICHA	26.59
21	011701760		5033	6/14/2021	4/16-5/16 1 CHIC/GRVY	38.07
21	011701760		5033	6/14/2021	4/16-5/16 9755 RUSH	42.70
21	011701760		5033	6/14/2021	4/16-5/16 1 PECK/RUSH	44.60
21	011701760		5033	6/14/2021	4/16-5/16 1 KLING/TYL	45.63
21	011701760		5033	6/14/2021	4/16-5/16 1 SLCK/SANT	48.38
21	011701760		5033	6/14/2021	4/16-5/16 1348 SANTA	51.65
21	011701760		5033	6/14/2021	4/16-5/16 9601 RUSH	53.02
21	011701760		5033	6/14/2021	4/16-5/16 9200 GARVEY	53.20
21	011701760		5033	6/14/2021	4/16-5/16 2400 SANTA	55.78
21	011701760		5033	6/14/2021	4/16-5/16 1 DURF/SLCK	56.29
21	011701760		5033	6/14/2021	4/16-5/16 2001 MERCED	66.78
21	011701760		5033	6/14/2021	4/16-5/16 1 POTR/GRVY	71.93
21	011701760		5033	6/14/2021	4/16-5/16 1100 SANTA	75.84
21	011701760		5033	6/14/2021	4/16-5/16 10303 RUSH	80.70
21	011701760		5033	6/14/2021	4/16-5/16 1 DURF/THIE	91.37
21	011701760		5033	6/14/2021	4/16-5/16 1955 RSMD	93.77
21	011701760		5033	6/14/2021	4/12-5/10 10861 THIEN	97.98
21	011701760		5033	6/14/2021	4/16-5/16 1 DURF/PECK	108.49

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701760	SOUTHERN CALIFORNIA EDISON...	5033	6/14/2021	4/16-5/16 1 GRVY/RSMD	111.31
21	011701760		5033	6/14/2021	4/16-5/16 1 RUSH/TYLE	124.90
21	011701760		5033	6/14/2021	4/16-5/16 1 DURF/PECK	129.53
21	011701760		5033	6/14/2021	4/16-5/16 1 RUSH/DURF	152.75
						\$6,197.16
21	05	STATE DISBURSEMENT UNIT	5032	6/14/2021	PPE 5/29 CASE 0980438	150.00
21	05		5032	6/14/2021	PPE 5/29 CASE 1457313	603.50
21	05		5032	6/14/2021	PPE 5/29 CASE 2135289	646.15
						\$1,399.65

Report Total 156,898.75



City Manager

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:31PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	05	BLUE SHIELD OF CALIF & HEALTH	137791	6/10/2021	JUN'21 VISION	208.43
						\$208.43
21	05	CALIFORNIA TEAMSTERS LOCAL 911	137792	6/10/2021	JUN'21 MISC	460.00
21	05		137792	6/10/2021	JUN'21 ADMIN	988.00
						\$1,448.00
21	011701710	COUNTY OF L.A. DEPT PUBLIC HEALTH	137793	6/10/2021	NOV'16 BACKFLOW PREV.	32.00
21	011701710		137793	6/10/2021	NOV'17 BACKFLOW PREV.	32.00
21	011701710		137793	6/10/2021	NOV'18 BACKFLOW PREV.	37.00
21	011701710		137799	6/10/2021	NOV'17 BACKFLOW PREV.	64.00
21	011701710		137799	6/10/2021	NOV'18 BACKFLOW PREV.	74.00
21	011701710		137799	6/10/2021	NOV'19 BACKFLOW PREV.	74.00
21	011701710		137800	6/10/2021	NOV'19 BACKFLOW PREV.	37.00
						\$350.00
21	011701770	JCB FINANCE, PROG. BANK OF THE WES	137794	6/10/2021	JUN'21 TRACTOR LEASE	1,694.67
						\$1,694.67
21	05	NATIONWIDE RETIREMENT SOLUTIONS	137795	6/10/2021	PPE 5/29/21	5,760.50
						\$5,760.50
21	011701730	SAN GABRIEL VALLEY WATER	137796	6/10/2021	4/13-5/12 1660 DURFEE	122.19
21	011701730		137796	6/10/2021	4/16-5/17 2218 RSMD	122.19
21	011701730		137796	6/10/2021	4/19-5/18 2464 RSMD	133.90
21	011701730		137796	6/10/2021	4/13-5/12 1675 DURFEE	141.71
21	011701730		137796	6/10/2021	4/15-5/14 1652 TYLER	157.33
21	011701730		137796	6/10/2021	4/15-5/14 1652 TYLER	157.33
21	011701730		137796	6/10/2021	4/15-5/14 1652 TYLER	157.33
21	011701730		137796	6/10/2021	4/13-5/12 1109 PECK	195.56
21	011701730		137796	6/10/2021	4/13-5/12 1710 DURFEE	203.36
21	011601660		137796	6/10/2021	4/15-5/14 LERMA/MILLE	207.27
21	011601670		137796	6/10/2021	4/15-5/14 1819 CENTRA	218.98
21	011701730		137796	6/10/2021	4/13-5/12 1508 PECK	226.79
21	011701730		137796	6/10/2021	4/13-5/12 1502 PECK	230.69
21	011701730		137796	6/10/2021	4/15-5/14 1819 MERCED	236.77
21	011701730		137796	6/10/2021	4/13-5/12 1628 DURFEE	238.50
21	011601650		137796	6/10/2021	4/27-5/26 1450 LIDCOM	242.40
21	011701710		137796	6/10/2021	4/15-5/14 1415 SANTA	258.02
21	011701730		137796	6/10/2021	4/13-5/12 1222 PECK	261.92
21	011601620		137796	6/10/2021	4/15-5/14 1556 CENTRA	273.63
21	011601610		137796	6/10/2021	4/15-5/14 1530 CENTRA	277.54
21	011601630		137796	6/10/2021	4/15-5/14 1824 CENTRA	324.38
21	011701710		137796	6/10/2021	4/27-5/26 1415 SANTA	603.64
21	011601640		137796	6/10/2021	4/15-5/14 1500 CENTRA	1,230.07
21	011701730		137796	6/10/2021	4/27-5/26 1341 SANTA	24.43
21	011701730		137796	6/10/2021	4/13-5/12 11016 GOMEZ	24.43
21	011701730		137796	6/10/2021	4/13-5/12 THIEN/PRKWY	24.43
21	011701730		137796	6/10/2021	4/16-5/17 2004 RSMD	24.43
21	011701730		137796	6/10/2021	4/15-5/14 NW MERCED	36.66
21	011701730		137796	6/10/2021	4/15-5/14 2022 CENTRA	61.10
21	011701710		137796	6/10/2021	6/1-7/1 1415 SANTA	64.59

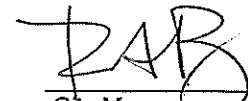
City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:31PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701730	SAN GABRIEL VALLEY WATER...	137796	6/10/2021	4/13-5/12 FARNDN/PECK	65.00
21	011701730		137796	6/10/2021	4/15-5/14 1707 MERCED	79.09
21	011701730		137796	6/10/2021	4/15-5/14 10452 RUSH	92.33
21	011701720		137796	6/10/2021	6/1-7/1 1900 CENTRAL	96.89
21	011701720		137796	6/10/2021	4/15-5/14 1900 CENTRA	107.95
21	011701730		137796	6/10/2021	4/19-5/18 2620 RSMD	122.19
21	011601650		137796	6/10/2021	4/27-5/26 1450 LIDCOM	3,241.32
						\$10,140.72
21	05	STANDARD INSURANCE	137797	6/10/2021	JUN'21 LIFE & AD&D	995.53
21	05		137798	6/10/2021	JUN'21 LIFE AD&D SUPP	534.95
						\$1,530.48

Report Total **21,132.80**


 City Manager

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701770	ABS AUTO BODY REPAIR & PAINT	137801	6/22/2021	#22 RPLC AC BLOWER	200.00
						\$200.00
21	011301330	ADVANCED MICROCOMPUTING CONCEP	137802	6/22/2021	JUN'21 CLOUD SVCS#502	750.00
21	011301330		137802	6/22/2021	JUN'21 OFFICE 365	3,493.20
21	011301330		137802	6/22/2021	JUN'21 MANAGED SVCS	11,070.00
						\$15,313.20
21	363603600	ALEJANDRA MARROQUIN	137869	6/22/2021	HOMELESSNESS WORKSHOP	150.00
						\$150.00
21	011001030	ALESHIRE & WYNDER, LLP	137804	6/22/2021	APR'21 EMERG RSPN#502	365.50
21	011001030		137804	6/22/2021	APR'21 FINANCE	43.00
21	011001030		137804	6/22/2021	APR'21 CODE ENFORCE	332.09
21	011001030		137804	6/22/2021	APR'21 SUCCESSOR AGEN	358.00
21	011001030		137804	6/22/2021	APR'21 ADDITIONAL SVC	1,775.50
21	011001030		137804	6/22/2021	APR'21 REFUSE	1,855.00
21	011001030		137804	6/22/2021	APR'21 PERSONNEL	1,855.00
21	011001030		137804	6/22/2021	APR'21 PLANNING	1,912.32
21	011001030		137804	6/22/2021	APR'21 PW ENGINEERING	2,143.50
21	011001030		137804	6/22/2021	APR'21 ADDITIONAL SVC	4,019.50
21	011001030		137804	6/22/2021	APR'21 GENERAL	12,806.00
						\$27,465.41
21	011701020	AMAZON CAPITAL SERVICES, INC	137805	6/22/2021	HDMI ADAPTERS CREDIT	-110.22
21	011401440		137805	6/22/2021	BLDG/SECURITY SUP RETURN	-33.06
21	011701720		137805	6/22/2021	OFFICE SUPPLIES	31.92
21	063003020		137805	6/22/2021	COOKING THERMOMETERS	32.96
21	011701720		137805	6/22/2021	OFFICE SUPPLIES	42.89
21	011001050		137805	6/22/2021	LACTATION ROOM SUP	44.07
21	011701710		137805	6/22/2021	LACTATION RM ARTWORK	79.37
21	011501530		137805	6/22/2021	PAINT EASELS/BRUSHES	123.44
21	011401430		137805	6/22/2021	COMM.DEV DEPT SUP	127.98
21	011501540		137805	6/22/2021	SUMMER CAMP PRGM SUP	159.76
21	011401430		137805	6/22/2021	ROLLED PLAN WIRE RACK	164.62
21	011501540		137805	6/22/2021	SUMMER CAMP PRGM SUP	336.23
21	011701720		137805	6/22/2021	OFFICE SUP/PHONE CASE	390.57
21	011401430		137805	6/22/2021	CANON CAMERA/COMM.DEV	506.05
21	011501540		137805	6/22/2021	SUMMER CAMP PRGM SUP	596.13
						\$2,492.71
21	011301330	AT&T	137806	6/22/2021	5/2-6/11 BAN 1034750	22.55
21	011301330		137806	6/22/2021	4/28-5/27 BAN 1034753	23.67
						\$46.22
21	011001020	AT&T TELECONFERENCE SERVICES	137807	6/22/2021	MAY'21 AUDIO/WEB CONF	5.31
						\$5.31
21	011701750	ATHENS SERVICES	137808	6/22/2021	JUN'21 PARK'G LOT SVC	473.67
21	011701760		137808	6/22/2021	JUN'21 SWEEPER SVCS	5,233.15
						\$5,706.82

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701770	AUTOZONE	137809	6/22/2021	#97 VARIOUS PART RPLC	1,186.05
21	011701770		137809	6/22/2021	#97 RPLC VALVE/FILTER	97.67
						\$1,283.72
21	011701020	BASE HILL, INC.	137810	6/22/2021	MAR'21 DISINFECT #502	17,960.00
21	011701020		137810	6/22/2021	APR'21 DISINFECT #502	17,960.00
21	011701720		137810	6/22/2021	MAY'21 DISINFECT #502	22,450.00
21	011701020		137810	6/22/2021	MAR'21 JANITORIAL SVC	7,339.00
21	011701020		137810	6/22/2021	APR'21 JANITORIAL SVC	7,339.00
21	011701020		137810	6/22/2021	MAY'21 JANITORIAL SVC	7,339.00
						\$80,387.00
21	011701020	BORREGO SOLAR SYSTEM, INC	137812	6/22/2021	SOLAR SYSTEM RPR/YARD	2,375.46
						\$2,375.46
21	011001050	BRIANNA OLIVAS	137844	6/22/2021	LIVE SCAN-B.OLIVAS	20.00
						\$20.00
21	011601670	BSN SPORTS	137813	6/22/2021	4 BASKETBALL RIMS/MVD	939.68
21	011601650		137813	6/22/2021	BASKETBALL RIMS/NTP	234.92
21	011601650		137813	6/22/2021	1 BASKETBALL RIM/NTP	234.93
21	011601610		137813	6/22/2021	2 BASKETBALL RIM/CCTR	469.85
						\$1,879.38
21	011301330	CALIFORNIA COMMUNICATIONS	137814	6/22/2021	MAY'21 WIRELESS BRIDG	680.00
						\$680.00
21	399009000	CALIFORNIA NEWSPAPERS PARTNERSH	137853	6/22/2021	LACDA BID INVITE #253	2,816.00
						\$2,816.00
21	011501510	CESIAH ROMO	137849	6/22/2021	MAY'21 COMM SVCS-MTG	100.00
						\$100.00
21	011701710	CINTAS CORP. #693	137815	6/22/2021	6/8 MAT CLEANING/CHAL	24.43
21	011701710		137815	6/22/2021	6/1 MAT CLEANING/CHAL	24.43
21	011601620		137815	6/22/2021	6/1 MAT CLEANING/SCTR	67.33
21	011601620		137815	6/22/2021	6/8 MAT CLEANING/SCTR	67.33
						\$183.52
21	01	CITY OF SOUTH EL MONTE	137816	6/22/2021	REPLENISH PETTY CASH	36.00
21	01		137816	6/22/2021	REPLENISH PETTY CASH	36.00
21	01		137816	6/22/2021	REPLENISH PETTY CASH	36.00
						\$108.00
21	011301310	CWDL	137818	6/22/2021	FY19/20 ANL FIN AUDIT	17,318.25
						\$17,318.25
21	063003020	DRIFTWOOD DAIRY, INC	137820	6/22/2021	6/1 MILK/BREAD NUTR	23.63
21	063003020		137820	6/22/2021	6/7 MILK/BREAD NUTR	24.51
21	063003010		137820	6/22/2021	5/27 MILK/BREAD NUTR	149.30
21	063003010		137820	6/22/2021	6/3 MILK/BREAD NUTR	169.66
21	063003010		137820	6/22/2021	6/1 MILK/BREAD NUTR	212.75
21	063003010		137820	6/22/2021	6/7 MILK/BREAD NUTR	220.65
21	063003020		137820	6/22/2021	5/27 MILK/BREAD NUTR	16.58

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	063003020	DRIFTWOOD DAIRY, INC...	137820	6/22/2021	6/3 MILK/BREAD NUTR	18.85
						\$835.93
21	011701720	ECOLAB PEST ELIM. DIVISION	137821	6/22/2021	MAY'21 PEST CTRL YARD	144.14
21	011601610		137821	6/22/2021	MAY'21 PEST CTRL CCTR	69.18
21	011701710		137821	6/22/2021	MAY'21 PEST CTRL CHAL	194.39
21	011601620		137821	6/22/2021	MAY'21 PEST CTRL SCTR	261.83
						\$669.54
21	011601630	EL MONTE ORNAMENTAL SUPPLY, INC.	137822	6/22/2021	GATE LATCHES/MCTR	16.54
						\$16.54
21	011407020	EL MONTE PRINTING	137823	6/22/2021	BUSINESS CARD-RAUL	44.10
21	011401430		137823	6/22/2021	BUSINESS CARD-IAN	44.10
21	011701020		137823	6/22/2021	BUSINESS CARD-RODRIGO	44.10
21	011407020		137823	6/22/2021	BUSINESS CARD-CHRIS	44.10
21	011407020		137823	6/22/2021	REPRINT WARNIN NOTICE	176.40
						\$352.80
21	011701750	EWING IRRIGATION	137824	6/22/2021	PRUNERS & HOLSTERS	144.09
21	011701750		137824	6/22/2021	LANDSCAPE POT RPR SUP	33.07
21	011601660		137824	6/22/2021	IRRIGATION REPAIRS	759.09
						\$936.25
21	689009000	GALLS LLC	137826	6/22/2021	BODY ARMOR-ALVARZ#411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-MAJOR #411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-TORRES#411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-LUCAS #411	782.90
21	011407020		137826	6/22/2021	CODE ENFORCE UNIFORMS	52.92
21	011407020		137826	6/22/2021	CODE ENFORCE UNIFORMS	69.42
21	011407020		137826	6/22/2021	CODE ENFORCE UNIFORMS	110.22
21	011407020		137826	6/22/2021	CODE ENFORCE UNIFORMS	145.44
21	011401100		137826	6/22/2021	PUBLIC SAFETY UNIFORM	152.81
21	011407020		137826	6/22/2021	CODE ENFORCE UNIFORMS	195.28
21	011401100		137826	6/22/2021	PUBLIC SAFETY UNIFORM	271.24
21	011401100		137826	6/22/2021	PUBLIC SAFETY UNIFORM	283.48
21	011407020		137826	6/22/2021	CODE ENFORCE UNIFORMS	569.94
21	689009000		137826	6/22/2021	BODY ARMOR-RODRIG#411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-NGUYEN#411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-MARTIN#411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-GOMEZ#411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-VO #411	782.90
21	689009000		137826	6/22/2021	BODY ARMOR-LXCOY #411	782.90
						\$9,679.75
21	011501510	GERARDO DIAZ	137819	6/22/2021	MAY'21 COMM SVCS MTG	100.00
21	011501510		137819	6/22/2021	JUN'21 COMM SVCS MTG	100.00
						\$200.00
21	011701710	GRANT'S TRUE VALUE HARDWARE	137827	6/22/2021	CHALL FLAG WIRE ROPE	46.20
21	011701710		137827	6/22/2021	FLAG INSTALL SUP	75.70
21	011701740		137827	6/22/2021	H2O FOUNTAIN CONNECTR	6.59

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701740	GRANT'S TRUE VALUE HARDWARE...	137827	6/22/2021	FOUNTAIN INSTALL SUP	9.63
21	011701720		137827	6/22/2021	KEYS #208	12.01
21	011601670		137827	6/22/2021	FOUNTAIN INSTALL SUP	16.23
21	011601640		137827	6/22/2021	POOL PUMP SUPPLIES	20.42
						\$186.78
21	011501510	HELIODORO DUARTE, JR	137828	6/22/2021	JUN'21 COMM SVCS MTG	100.00
						\$100.00
21	011301310	HINDERLITER, DE LLAMAS & ASSOC	137829	6/22/2021	Q4/20 SALES TAX AUDIT	2,218.15
						\$2,218.15
21	063003020	HUNTINGTON CULINARY	137830	6/22/2021	5/25-5/28 FRZN MEALS	224.20
21	063003020		137830	6/22/2021	6/1-6/5 FRZN MEALS	247.80
21	063003010		137830	6/22/2021	5/25-5/28 FRZN MEALS	6,134.95
21	063003010		137830	6/22/2021	6/1-6/5 FRZN MEALS	6,185.38
						\$12,792.33
21	011601640	HYDRAULICS & GASKETS	137831	6/22/2021	POOL SUBMERSIBLE PUMP	224.31
21	011701770		137831	6/22/2021	BSII WASHER HOSE RPLC	231.53
						\$455.84
21	011601670	INDUSTRIAL PIPE & STEEL	137832	6/22/2021	BBQ GRILL INSTALL SUP	107.46
21	011601630		137832	6/22/2021	IRON FENCE INSTAL SUP	34.74
						\$142.20
21	011601610	INNER-COOL CORP	137833	6/22/2021	FREEZER FAN RPR/CCTR	330.50
						\$330.50
21	011501510	ISRAEL ALACIO	137803	6/22/2021	MAY'21 COMM SVCS MTG	100.00
						\$100.00
21	275755710	JOHN L. HUNTER AND ASSOCIATES, INC.	137834	6/22/2021	APR'21 BEV RECYC PRGM	95.00
21	255505510		137834	6/22/2021	APR'21 USED OIL RECYC	611.25
21	709009020		137834	6/22/2021	APR'21 NPDES PERMIT	3,817.50
21	011701475		137834	6/22/2021	APR'21 INDUST WASTE	5,288.75
						\$9,812.50
21	011101110	L.A. COUNTY SHERIFF'S DEPT.	137835	6/22/2021	MAY'21 LAW ENFORCEMNT	387.50
21	011101110		137835	6/22/2021	MAY'21 LAW ENFORCEMNT	16,768.33
21	011101110		137835	6/22/2021	MAY'21 LAW ENFORCEMNT	45,644.86
21	011101110		137835	6/22/2021	MAY'21 LAW ENFORCEMNT	398,184.96
						\$460,985.65
21	011601610	LBC LIGHTING	137836	6/22/2021	SKATEPARK FLOOD LIGHT	2,142.82
21	011601610		137836	6/22/2021	OUTDOOR FLOOD LIGHTS	2,543.91
						\$4,686.73
21	01	LEAGUE OF CALIFORNIA CITIES	137837	6/22/2021	FY21/22 DIVISION DUES	1,113.00
						\$1,113.00
21	011601640	LESLIE'S POOL SUPPLIES INC.	137838	6/22/2021	POOL RPR SUP/2 CLOCKS	489.55
						\$489.55
21	011701710	MCMaster-CARR SUPPLY CO.	137839	6/22/2021	FLAGPOLE WIRE FIX SUP	374.60

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$374.60
21	011601650	MISSION FENCE & PATIO BUILDERS	137840	6/22/2021	FENCE TUBING/NTP	41.39
						\$41.39
21	011301310	NBS	137841	6/22/2021	MAY'21 CONSULTING SVC	4,970.00
						\$4,970.00
21	011001030	NORMAN A. TRAUB & ASSOCIATES	137842	6/22/2021	DEC'20 LEGAL INVESTIG	1,373.25
21	011001030		137842	6/22/2021	NOV'20 LEGAL INVESTIG	198.00
						\$1,571.25
21	011001020	OFFICE DEPOT	137843	6/22/2021	RECEPTION DESK CHAIR	330.50
21	011501540		137843	6/22/2021	CCTR OFFICE SUPPLIES	127.96
21	011501540		137843	6/22/2021	CCTR OFFICE SUPPLIES	148.77
21	011501540		137843	6/22/2021	CCTR OFFICE SUPPLIES	50.70
21	011501540		137843	6/22/2021	CCTR PRGM SUPPLIES	498.05
21	011701710		137843	6/22/2021	COPY ROOM SUPPLIES	558.93
21	011001050		137843	6/22/2021	OFFICE SUPPLIES	9.50
21	011501540		137843	6/22/2021	PLOTTER PAPER/CCTR	13.11
21	011001050		137843	6/22/2021	OFFICE SUPPLIES	23.79
21	011001050		137843	6/22/2021	OFFICE SUPPLIES	26.69
						\$1,788.00
21	011601640	ONEPOINT VENTURES	137845	6/22/2021	TEMPERATURE KIOSK#502	1,861.50
21	011701720		137845	6/22/2021	TEMPERATURE KIOSK#502	1,861.50
						\$3,723.00
21	011601620	QUENCH USA, INC.	137846	6/22/2021	JUN'21 H2O SYS SCTR	55.42
						\$55.42
21	011701770	RAY'S OK TIRES INC.	137847	6/22/2021	#23 NEW TIRES/ALIGN	645.81
						\$645.81
21	011701020	RED DOT UNIFORMS	137848	6/22/2021	UNIFORMS-RAMOS/JOEY	414.52
21	448008010		137848	6/22/2021	TRANSPORT UNIFORMS	530.38
21	011501530		137848	6/22/2021	SENIOR SVCS UNIFORMS	174.52
						\$1,119.42
21	689009000	SMARDAN SUPPLY	137850	6/22/2021	FOUNTAIN/BOTTLE FILER	3,753.98
						\$3,753.98
21	01	SO CALIFORNIA ASSOCIATION OF GOVTS	137851	6/22/2021	FY21/22 ASSESSMNT DUE	2,373.00
						\$2,373.00
21	011701020	SOUTHEAST CONSTRUCTION PRODUCT	137852	6/22/2021	SUN PROTECTION HATS	125.02
21	011601670		137852	6/22/2021	T-BALL FIELD CONCRETE	46.31
21	011701760		137852	6/22/2021	GRAFFITI REMOVER	71.83
						\$243.16
21	011701730	STATE OF CALIFORNIA	137854	6/22/2021	#8 SOLAR LOAN PAYMENT	67,479.57
						\$67,479.57
21	011701760	SUNBELT RENTALS, INC.	137855	6/22/2021	CONCRETE MIXER RENTAL	583.12
						\$583.12

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011601640	THE ILLINI COMPANIES, INC	137817	6/22/2021	5/24 CHEMICAL DELIVER	174.88
21	011601640		137817	6/22/2021	5/24 CHEMICAL DELIVER	185.47
21	011601640		137817	6/22/2021	6/2 CHEMICAL DELIVERY	224.31
21	011601640		137817	6/22/2021	6/2 CHEMICAL DELIVERY	233.17
21	011601640		137817	6/22/2021	6/8 CHEMICAL DELIVERY	233.17
21	011601640		137817	6/22/2021	MAY'21 POOL MTNC	1,775.00
						\$2,826.00
21	011701710	TIME WARNER CABLE	137856	6/22/2021	6/7-7/6 INTERNET SVCS	99.48
						\$99.48
21	011401430	TRANSTECH ENGINEERING, INC.	137858	6/22/2021	CUP 20-09 2727 RSMD	405.00
21	011401430		137858	6/22/2021	CUP 20-07 11077 RUSH	437.50
21	011401430		137858	6/22/2021	CUP 20-06 2512 RSMD	470.00
21	011701105		137858	6/22/2021	FEB'21 ENG PLAN CHECK	10,716.83
21	011701105		137858	6/22/2021	FEB'21 ENGINEER SVCS	15,412.50
21	011701105		137858	6/22/2021	JUL'20 ENGINEER SVCS	15,950.25
21	011701105		137858	6/22/2021	OCT'20 ENGINEER SVCS	16,712.50
21	011701105		137858	6/22/2021	JUN'20 ENGINEER SVCS	17,107.50
21	011701105		137858	6/22/2021	MAR'21 ENGINEER SVCS	29,185.10
21	011701105		137858	6/22/2021	CIVIL ENG RUSH/PECK	270.00
21	011701105		137858	6/22/2021	CIVIL ENG PECK/TSSP	270.00
21	011701105		137858	6/22/2021	CIVIL ENG PW-TR72949	945.00
21	011701105		137858	6/22/2021	CIVIL ENG 2727 RSMD	1,582.50
21	011701105		137858	6/22/2021	JUL'20 ENG PLAN CHECK	3,266.00
21	011701105		137858	6/22/2021	JAN'21 ENG PLAN CHECK	5,915.00
21	011701105		137858	6/22/2021	MAR'21 ENG PLAN CHECK	8,573.25
21	011701105		137858	6/22/2021	JUN'20 ENG PLAN CHECK	13,256.93
21	011701760		137858	6/22/2021	OCT'20 TRAF ENG/1225	185.00
21	011701760		137858	6/22/2021	MAR'21 TRAF ENG/SCHL	187.50
21	011701760		137858	6/22/2021	JUL'20 TRAF ENG/2512	250.00
21	011701760		137858	6/22/2021	FEB'21 TRAF ENG/SCHL	375.00
21	011701760		137858	6/22/2021	OCT'20 TRAF ENG/2727	385.00
21	011701760		137858	6/22/2021	OCT'20 TRAF ENG/11077	430.00
21	011701760		137858	6/22/2021	JUL'20 TRAF ENG/11077	500.00
21	011701760		137858	6/22/2021	FEB'21 TRAF ENG/STAR	562.50
21	011701760		137858	6/22/2021	JUN'20 TRAF ENG/2512	812.50
21	011701760		137858	6/22/2021	JUL'20 TRAFFIC ENG-VMT	957.50
21	011701760		137858	6/22/2021	FEB'21 TRAF ENG/SANTA	1,122.50
21	011701760		137858	6/22/2021	JUN'20 TRAFFIC ENG-VMT	1,317.50
21	011701760		137858	6/22/2021	JUN'20 TRAF ENG/11077	1,442.50
21	011701760		137858	6/22/2021	FEB'21 TRAF ENG/2727	1,680.00
						\$150,694.26
21	011301310	TRUSAIC	137825	6/22/2021	JUN'21 ACA MONTHLY	1,000.00
						\$1,000.00
21	011601650	UNISON SUPPLY, INC.	137859	6/22/2021	HERBICIDE/NTP	435.33
						\$435.33
21	011501510	VALERIE BECHTOLD	137811	6/22/2021	MAY'21 COMM SVCS MTG	100.00

City of South El Monte
Warrant Register
Council Meeting of 06/22/2021

Date: 6/16/2021

Time: 02:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011501510	VALERIE BECHTOLD...	137811	6/22/2021	JUN'21 COMM SVCS MTG	100.00
						\$200.00
21	011601640	WALTON MOTORS & CONTROLS INC.	137860	6/22/2021	POOL CIRCULATING PUMP	2,219.80
						\$2,219.80
21	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	137861	6/22/2021	JUN'21 H2O TREATMENT	200.00
						\$200.00
21	011601610	WATERLOGIC AMERICAS, LLC	137862	6/22/2021	APR'21 WATER SVCS	38.51
21	011601610		137862	6/22/2021	MAY'21 WATER SVCS	38.59
21	011601610		137862	6/22/2021	JUN'21 WATER SVCS	38.59
21	011601610		137862	6/22/2021	MAR'21 WATER SVCS	76.94
						\$192.63
21	011701740	WAXIE SANITARY SUPPLY	137863	6/22/2021	JANITORIAL SUPPLIES	1,481.47
21	011701740		137863	6/22/2021	SANTIZING SUP #502	2,070.20
						\$3,551.67
21	011701750	WHITTIER FERTILIZER	137864	6/22/2021	RED CHIPS/CHALL	595.35
21	011701750		137864	6/22/2021	RED CHIPS FOR 7/4	446.51
						\$1,041.86
21	011501530	WINNER INTERNATIONAL INC.	137865	6/22/2021	ROUND TABLE CLOTH	30.87
						\$30.87
21	011701760	WINZER	137866	6/22/2021	GRAFFITI REMOVER	824.94
						\$824.94
21	011401430	ZAMORA SERVICES	137867	6/22/2021	LIEN RELEASE NOTARY	40.00
						\$40.00
21	011701770	ZOOM AUTO PARTS, INC	137868	6/22/2021	#97 RPLC TIRES/ALIGN	920.00
						\$920.00

Report Total 917,633.60


City Manager



City Council Agenda Report

**Agenda
Item No.
7.c.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK COUNCIL MEETING DATES FOR MONTH OF AUGUST 2021

SUMMARY: Staff is requesting City Council "go dark" on Tuesday, August 10, 2021 and Tuesday, August 24, 2021, as the City Council will be taking a recess during the month of August 2021.

RECOMMENDATION: Staff recommends City Council approve "going dark" on Tuesday, August 10, 2021 and Tuesday, August 24, 2021.

FISCAL IMPACT: None.

DISCUSSION: Each year during the month of August, City Council takes a recess and does not hold meetings. If there is a need, a special meeting can be held during the month of August.

ATTACHMENTS:



City Council Agenda Report

**Agenda
Item No.
7.d.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-36,
APPROVING AGREEMENT WITH ECOLANE USA, INC
FOR A DEMAND-RESPONSIVE SCHEDULING AND
DISPATCHING SOFTWARE SYSTEM

SUMMARY: The City of South El Monte was awarded a grant with the Federal Transit Administration (“FTA”) Section 5310 Program – The Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA Section 5310 Program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. Funds were allocated in the FTA grant to purchase a paratransit routing and scheduling software package and the associated hardware.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-36, approving and authorizing City Manager to negotiate and execute agreement with Ecolane USA, Inc.

FISCAL IMPACT: The total cost for the software is \$69,747. Of this amount, \$62,722.30 would come from the three-year FTA Section 5310 grant budget and \$6,427.50 would be allocated as a required match from the Prop A budget.

DISCUSSION: The Senior Services Division operates a comprehensive Dial-A-Ride transportation program that provides curb-to-curb, demand-response transportation service for individuals 60 or older, as well as to legally disabled residents of any age. Passengers are transported to any destination within the City limits and up to a 15-mile radius outside of city limits for medical appointments. Other services include transportation of youth who participate in the City’s sponsored after-school program. On a limited basis,

bus services are provided for youth and senior excursions, and for special events that are sponsored by the City.

Based on experience and a needs analysis, it was determined that the demand response technology solution should be a web-based application and include tools for rider management, trip reservation administration, schedule and routing optimization, reporting and in-vehicle mobile data computers for real-time dispatching and automated vehicle location. The turn-key solution would also require professional services for training and implementation, as well as ongoing support and maintenance services.

Staff reviewed all proposals submitted and conducted interviews with the top finalist that included product demonstrations. Vendors were evaluated based on the merits of their ability to meet immediate and future technology requirements, deployment process, customer support, ongoing product maintenance, and applicable client references. After this process, staff determined Ecolane USA, Inc. as the best software option.

The new dispatch software will be used to modernize the City's Transportation Department by using Ecolane's web-based software to schedule, route, and dispatch drivers. In addition, the software will be used to create a comprehensive client database for extensive reporting purposes. Ecolane reports that cities and other transportation providers who effectively use their software, experience productivity gains resulting in an increase of 44% or higher in rides per hour. These improvements are achieved by the software's ability to monitor vehicles on the road in real-time and dynamically moving the trips in response to the changing conditions that drivers are experiencing that results in improved operational efficiency.

Staff report was prepared by Andrés González, Senior Services and Transportation Supervisor

ATTACHMENTS:

[Attachment A - Resolution No. 21-36](#)

[Attachment B - Agreement with Ecolane USA Inc](#)

ATTACHMENT A

RESOLUTION NO. 21-36

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AN AGREEMENT BETWEEN THE CITY AND ECOLANE USA, INC.
FOR A DEMAND-RESPONSIVE SCHEDULING AND DISPATCHING SOFTWARE
SYSTEM

WHEREAS, the City operates a Dial-A-Ride transportation services for seniors and disabled residents in South El Monte; and

WHEREAS, the City evaluation panel completed its assessment of all proposals received in response to its Request for Proposals for a Demand-Responsive Scheduling and Dispatching Software System (RFP). The proposals were evaluated consistent with the evaluation factors listed inside of the RFP; and

WHEREAS, the panel concluded that Ecolane USA, Inc provided a technical solution that meets the City's need of an integrated dispatch software solution for its transit services; and

WHEREAS, the City of South El Monte desires to make use of the FTA Section 5310 grant funds as may be available to acquire a dispatch system and supporting equipment to enhance the efficiency and capacity of the City's Dial-A-Ride transportation program; and

WHEREAS, the City determined that an Agreement with Ecolane USA, Inc. is necessary to purchase A Demand-Responsive Scheduling and Dispatching Software System; and

WHEREAS, per the proposal submitted by Ecolane USA, Inc. the total for the Agreement is not to exceed \$69,722.30 for the three-year term of the Agreement with the option to renew for two additional one-year terms.

**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The City Council hereby authorizes and directs the City Manager to execute the Agreement in substantially the form attached as Attachment B to the June 22, 2021 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the Agreement.

SECTION 3 The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-36 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of June, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

ECOLANE USA, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and ECOLANE USA, INC., (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

- A. City operates a Dial-A-Ride transportation service for seniors and disabled residents in the City.
- B. City desires to make use of the Federal Transit Administration (“FTA”) Section 5310 Program – The Enhanced Mobility of Seniors and Individuals with Disabilities Program (“Program”) grant funds it was awarded to acquire a Demand-Responsive Scheduling and Dispatching Software System to enhance the efficiency and capacity of the City’s Dial-A-Ride transportation program.
- C. City has sought, by issuance of a Request for Proposals for a Demand-Responsive Scheduling and Dispatching Software System (“RFP”).
- D. The City evaluation panel completed its assessment of all proposals received in response to its RFP. The proposals were evaluated consistent with the evaluation factors listed inside of the RFP. The panel concluded that Consultant provided a technical solution that meets the City’s need of an integrated dispatch software solution for its transit services.
- E. Following submission of the lowest responsible and responsive bid for the performance of the services, Consultant was selected by the City to perform those services pursuant to the City of South El Monte Municipal Code Section 3.16.050.
- F. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.
- G. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any

such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than

Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Sixty-Nine Thousand Seven Hundred Forty-Seven Dollars (\$69,747.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying

compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Spiro Gjorgjievski
(Name)

President
(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

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

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow

Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.

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

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

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

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

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims

arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if

Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice

of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of

City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the

Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any

agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

Ecolane USA, Inc.

Name: Spiro Gjorgjievski_____
Title: President_____

By:_____
Name: _____
Title:_____

Address: 940 West Valley Road

Suite
Wayne, PA 19087

1400

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the Hosted Services:

- A. **Provision of Software.** Subject to City’s compliance with Schedule 1 to Exhibit B, Consultant grants to City a non-exclusive, personal, non-transferable, limited license for its employees to access and use the Ecolane Demand-Responsive Transportation (DRT) management software suite and Ecolane Touch Screen Mobile Data Terminals (MDT) Software (“**Software**”) provided by Consultant to City over the internet through a web browser or other Consultant authorized application (collectively, “**Hosted Services**”) and Documentation (as defined in Schedule 1 to Exhibit B solely for City’s lawful business purposes for the term of the Agreement.
- B. Consultant shall provide its web-based DRT and Touch Screen MDT software licenses for eight (8) vehicles to be used between the paratransit services on Android tablets.
- C. Consultant shall provide streamlined reporting and analytics for additional reporting functionality to better drive system decisions.
- D. Consultant shall provide fare tracking with its diminishing balance module.
- E. Consultant shall provide the map data for the service area, which will include up to 5 contiguous counties . The City will select the service area and its boundaries and the Consultant will assist and train the City to do this.
- F. Consultant shall provide its branded Mobile App which can be used by the City to book, edit, or cancel trips. The Mobile App will show where the vehicle is on the map in real-time. At the City’s option, the City can have its mobile app customized with its logos and colors for an additional cost.
- G. Consultant shall provide its self-service website where the City can book, edit and cancel trips in real-time.
- H. Consultant shall provide its SMS Text Messaging Vehicle Arrival Notifications license and an additional 10,000 SMS Text message credit.

- I. Consultant shall provide a brokerage license to handle trips that are sent out to subcontractors. Consultant shall provide its least cost scheduling algorithm to select the least expensive Subcontractor at the point of booking which has the capacity to handle the trip.
- J. Consultant shall provide the following hardware:
- 8 tablets at 8 inches Driver MDT's 8" Android Tablet. If the City purchases separately, the cost will be reduced.
 - Vehicle Mounting Hardware (RAM-101U, Otter box type case, and vehicle charger.
- K. Consultant shall provide eleven (11) days of data conversion by the Consultant's Project Manager ("PM").
- L. Consultant shall provide remote set-up. Consultant shall provide three (3) days of on-site training and go-live support remote training to the City.
- M. Consultant shall provide a two-day on-site survey by the Consultant PM to learn about the City's operations and needs.
- N. Consultant shall make three trips total for travel for the project.
- O. Consultant shall provide support for all licenses obtained by the City.
- P. Consultant shall also provide the following services at no additional cost to the City:
- Web hosting fees and server maintenance
 - Maintenance on the hosted webserver
 - Server set-up/spinup with Amazon Web Services
 - 1 to 2 significant version upgrades of the software per year
 - Unlimited minor updates as needed by the City
 - Monthly training webinars
 - Access to an idea portal to help drive the development and functionality of the Ecolane solution
 - Access to Ecolane University, a Learning Management System (LMS) that can be used to train new staff or provide refresher courses on modules of the software with self-paced video courses and tests
 - Onsite City Staff Training
 - Onsite Go-Live
 - Map Updates, System Upgrades and Updates
 - Remote set up of Ecolane DRT and MDT Software
 - Onsite City Staff training/Go-live Days
 - Travel for Onsite Trips (Onsite Survey, Training, and Go-live)
 - Project Management

- 24/7/365 Support via Web, Email and Phone, as included in Section Q, below
- Monthly Webinar Training and Access to Aha! Idea Portal
- Access to Learning Management System, Ecolane University for Staff

Q. Technical Support. Consultant shall provide 24 hours a day, 7 days a week, 365 days of the year support to the City. Consultant shall provide via online, email, and phone. Consultant shall provide a support website at helpdesk.ecolane.com, where City can find web-based tools and information, such as Frequently Asked Question (FAQ) lists, user documentation, training manuals, tutorial videos, and the system knowledge base. City can submit, view, and check the status of its support requests at any hour of the day on Consultant's website. City can also request support via Consultant's Helpdesk by email at helpdesk@ecolane.com or via phone at 888-DRT-EUSA (378-3872). Consultant shall track each support request that City submits to its Helpdesk, and shall respond according to the support request's severity as follows:

- **Severity is Critical:** Consultant's target response shall be one (1) business hour, within 4 hours from actual response.

The criteria for Critical Severity includes

- o The City's production system is down
- o Consultant's product is inoperable, resulting in total disruption of work or another critical business impact
- o No workaround is available.

Consultant's solutions will include:

- A satisfactory workaround is provided
- A product patch is provided
- A Fix incorporated into future release
- A Fix or workaround incorporated into Solution Library
- **Severity is High:** Consultant's target response shall be eight (8) business hours, within 36 hours from actual response.

The criteria for High Severity includes:

- o Major feature/function failure

- o Operations are severely restricted
- o A workaround is available
- **Severity is Medium:** Consultant's target response shall be 24 business hours, within 15 business days

The criteria for Medium Severity includes:

- o Minor feature/function failure
- o Product does not operate as designed, minor impact on usage, acceptable workaround deployed
- **Severity is Low:** Consultant's target response shall be 72 business hours, within 30 business Days

The criteria for Low Severity includes:

- o Minor issues
- o Documentation, general information, enhancement request

- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

Not applicable.

- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. Testing and Authorizations for Go-Live
- B. 30-day data review
- C. System Backup and Recovery plan

- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

- V.** Consultant will utilize the following personnel to accomplish the Services:

- A. Personnel as decided at the discretion of the Consultant.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Section 3.1, “Time of Essence” is deleted in its entirety to read:

3.1 ~~Time of Essence. Intentionally Omitted.~~

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

Section 4.5, “Prohibition Against Subcontracting or Assignment” is deleted in its entirety and replaced with the following language to read:

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City, which may not be unreasonably withheld or delayed. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily, whether for the benefit of creditors or otherwise, without the prior written approval of City; provided, however, Contractor may assign this Agreement without such approval if in connection with a sale of all or substantially all of Contractor’s assets; provided further, however, City may terminate this Agreement upon written notice to Contractor within thirty (30) days of any such assignment or a transfer (within the meaning below). The City understands that the Consultant may require, and hereby consents to, the assistance from sub-contractors to provided hosting services, software development services, and other similar background technology providers; however Consultant Staff’s responsibilities include providing project planning, data collection, analysis and design, on-site training, software maintenance and ongoing customer support. “Transfer” means the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved assignment, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

Consultant may subcontract it's performance under this Agreement provided that it remains responsible for the actions or inactions of its subcontractors in their performance hereunder.

Section 5.1 "Insurance Coverages" Subsection (e) is deleted in its entirety to read:

(e) Subcontractors. ***Intentionally Omitted.*** ~~Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.~~

Section 5.2 "General Insurance Requirements" Subsection (d) is deleted in its entirety to read:

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

Section 5.2 "General Insurance Requirements" Subsection (f) is amended to read:

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

Section 5.2 "General Insurance Requirements" Subsection (i) is amended to read:

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

Section 5.2 "General Insurance Requirements" Subsection (m) is deleted in its entirety to read: (m) Pass through clause. ***Intentionally Omitted.*** ~~Consultant~~

~~agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with~~

~~consultants, subcontractors, and others engaged in the project will be submitted to City for review.~~

Section 5.2 “General Insurance Requirements” Subsection (n) is deleted in its entirety to read:

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

Section 5.3 “Indemnification” is deleted in its entirety and replaced with the following language to read: **5.3 Indemnification.**

~~To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:~~

~~(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;~~

~~(d) — (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;~~

~~(e) — (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers,~~

agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

~~Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.~~

(a) Consultant Indemnification. Consultant will defend City and its officers, directors, employees, agents, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that City's receipt or use of the Hosted Services (as defined in Exhibit A) in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "Claim Against City"), and will pay all settlements entered into and damages awarded against City as a result of a Claim Against City; provided, however, that Consultant will have no obligations under this Section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by City to Consultant; (b) use of the Hosted Services in combination with any materials or equipment not supplied to City or specified by Consultant in writing; (c) any modifications or changes made to the Hosted Services by or on behalf of any person or entity other than Consultant; (d) the use of any version of the Hosted Services other than the most current release made available by Consultant; (e) City Data (as defined in Schedule 1 to Exhibit B); or (f) City's breach of this Agreement, the Documentation, or the applicable Order(s). If a Hosted Service, or any part thereof, becomes, or in the opinion of Consultant may become, the subject of a claim of infringement or misappropriation, Consultant may, at its option: (x) obtain a license for City's continued use of that Hosted Service in accordance with this Agreement; (y) replace or modify the Hosted Services so that they are no longer claimed to infringe or misappropriate; or (z) terminate this Agreement and refund to City any portion of the fees prepaid by City for the infringing Hosted Service.

(b) City Indemnification. City will defend Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim,

suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by City (including City Data), or Consultant's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of that third party; (b) arising from City's breach of Section 2.2 of Schedule 1 to Exhibit B; (c) arising from City's failure to comply with applicable law; or (d) arising in connection with any event described in Section 5.4(b) of Schedule 1 to Exhibit B (each of (a) – (d), a "Claim Against Consultant") and will pay all settlements entered into and damages awarded against Consultant as a result of a Claim Against Consultant.

(c) Indemnification Procedures. The party seeking indemnification hereunder will promptly notify the indemnifying party in writing of a claim for which it seeks indemnification hereunder and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party will immediately take control of the defense and investigation of the claim and will employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party will not settle any claim hereunder in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 5.3(c) will not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Section 5.4, "Limitation on Liability" is added and shall read:

5.4 Limitation on Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE)

OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 6.1, “Records” is amended to read: 6.1 Records.

Consultant shall keep, ~~and require subcontractors to keep,~~ such **data**, ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with ~~generally accepted accounting principles~~ **good business practices** and shall be complete and detailed. **Upon written request and reasonable advance notice**, the Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following ~~completion of the services hereunder~~ **their completion**, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

Section 6.3, “Ownership of Documents” is deleted in its entirety to read: 6.3 Ownership of Documents.

Intentionally Omitted. ~~All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or~~

~~assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.~~

Section 6.4, “Confidentiality and Release of Information” is deleted in its entirety and replaced with the following language to read: 6.4 Confidentiality and Release of Information.

~~(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.~~

~~(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.~~

~~(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.~~

~~(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.~~

~~(a) ***Definition of Confidential Information.*** “Confidential Information” means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of City includes City Data;~~

Confidential Information of Consultant includes the Hosted Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; “Disclosing Party” refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party’s employees or agents; and “Recipient” refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient’s employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

(b) Requirement of Confidentiality. The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates’, officers, employees, consultants and legal advisors who have a “need to know,” who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section Error! Reference source not found.; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section Error! Reference source not found. will survive termination and continue for so long as the applicable information constitutes Confidential Information.

(c) Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

(d) Feedback. Any feedback, comments, suggestions or proposed modifications to the Hosted Services provided by City to Consultant may be freely used by Consultant without limitation, notice, or duty of accounting. Schedule 1,

“Hosted Services Terms and Conditions” is added to read: Schedule 1 to Exhibit B

Schedule 1 to Exhibit B

Hosted Services Terms and Conditions

To the extent of any conflict or inconsistency with the terms and conditions of this Schedule and any other term in the Agreement, this Schedule controls and supersedes over such conflicting or inconsistent term.

1. SERVICES.

1.1 Orders for Hosted Services. Consultant will make the Hosted Services available to City in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

1.2 Hosted Services. Consultant will provide to City the Hosted Services specified in an Order in accordance with the service level set out on Schedule A. City will identify to Consultant, in the manner specified by Consultant from time to time, its employees that require access to the Hosted Services. Consultant will provide standard support for the Hosted Services to City at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Hosted Services).

1.3 Hosted Service Delivery. Consultant may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosted Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Hosted Services. Consultant may, in its sole discretion, make any changes to any Hosted Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Consultant’s products or services to its customers, (b) the competitive strength of, or market for, Consultant’s products or services, (c) such Hosted Services’ cost efficiency or performance, or (ii) to comply with applicable law.

1.4 Protection and Use of City Data. Consultant will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of City Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification, or disclosure of City Data by Consultant personnel except: (a) to provide the Hosted Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law; or (c) as City expressly permits in writing. City shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Consultant for use with the Hosted Services. City is liable for all authorized and unauthorized uses of such account credentials.

2. USE OF SERVICES AND CONTENT.

2.1 City Responsibilities. City will: (a) be responsible for its and its contractors' compliance with this Agreement and for all their acts and omissions of as if they were City's acts or omissions; (b) be responsible for the accuracy, quality, and legality of City Data and the means by which City acquired City Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Consultant promptly of any unauthorized access or use of which City becomes aware; (d) use Hosted Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to City's use of the Hosted Services; and (f) promptly and fully cooperate with Consultant and make the necessary personnel and resources available to Consultant for Consultant to deliver the Hosted Services, as reasonably requested by Consultant.

2.2 Usage Restrictions. City will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Hosted Service available to, or use any Hosted Service for the benefit of, anyone other than City; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (d) use or permit use of any Hosted Service in contravention of Section 2.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Hosted Service; (f) attempt to gain unauthorized access to any Hosted Service; (g) permit direct or indirect access to or use of any Hosted Service in a way that circumvents a usage limit; (h) copy a Hosted Service or any part, feature, function, or user interface thereof; (i) copy any Hosted Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Hosted Service; (k) access any Hosted Service in order to build a competitive product or service; or (l) reverse engineer any Hosted Service (to the extent this restriction is permitted by law).

2.3 Technical Requirements. City will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely City's responsibility. City is responsible for ensuring that such equipment is compatible with the Hosted Services and complies with all configurations and specifications provided by Consultant, which may be amended from time to time. Consultant neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

2.4 Prohibited Uses. City will not and will not permit others in using the Hosted Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Consultant; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for Consultant; (d) misrepresent or in any other way falsely identify City's identity or affiliation, including through impersonation or altering any technical information in communications using the Hosted Services; (e) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Consultant's, or any other person's or entity's, network, computer system, or other equipment, or that poses an unusually great burden on the network itself; (f) interfere with or disrupt the Hosted Services, networks or servers connected to the Consultant systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Hosted Services; (g) attempt to gain unauthorized access to the Hosted Services, other Consultant customers' computer systems or networks using the Hosted Services through any means; or (h) interfere with another person's use of the Hosted Services. Consultant has no obligation to monitor City's use of the Hosted Services. However, Consultant reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

2.5 Removal of Content. If Consultant is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to City may violate applicable law or third-party rights, Consultant may remove such content or information and/or notify City that it must discontinue all use of such content or information, and to the extent not prohibited by law, City will do so and promptly remove such content or information from its systems.

3. PROPRIETARY RIGHTS AND LICENSES.

3.1 Reservation. Consultant and its licensors reserve all of their rights, title, and interest in and to the Hosted Services and the Documentation, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to City hereunder other than as expressly set forth in this Agreement.

3.2 Reserved.

3.3 City Data. As between Consultant and City, City owns the City Data. City grants to Consultant and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process City Data for any lawful purpose, including but not limited to as reasonably necessary or useful to perform and improve the Hosted Services and for the exercise of Consultant's rights under this Agreement. City warrants to Consultant that City has the right to grant the foregoing license and provide City Data to Consultant in accordance with this Agreement. Consultant may anonymize and de-identify City Data so that it does not identify City or any individual, and cannot be used to identify City or any individual, for analytical and benchmarking purposes, for the development of new products and services, and to improve Consultant's products and services.

4. THIRD PARTY SERVICES

4.1 Integration with Third Party Hosted Services. The Hosted Services may contain features designed to interoperate with products, applications, or services not provided by Consultant (collectively, each a "Third Party Service"). To use such features, City may be required to obtain access to such Third Party Service from its provider, and may be required to grant Consultant access to City's account(s) on such Third Party Service. City shall provide, and shall cause the provider of the Third Party Service to provide, Consultant with any reasonably requested information and materials needed to integrate the Third Party Service with the Hosted Services.

4.2 Permissions; Disclaimer. Consultant does not warrant or support Third Party Service or other third-party products or services. If City chooses to use a Third Party Service with the Hosted Services, City grants Consultant permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to Consultant in connection with the Hosted Services as required for the interoperation of that Third Party Service with the Hosted Services. Consultant is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by City of a Third Party Service, and any exchange of data between City and any Third Party Service or its provider, is solely between City and the applicable third-party provider. Further, Consultant cannot guarantee the continued availability of any Hosted Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling City to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Hosted Service features in a manner acceptable to Consultant.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

5.1 Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

5.2 Hosted Services Warranties. Consultant represents and warrants that the Hosted Services will conform substantially in accordance with the Documentation under normal use and circumstances. City's sole remedy for breach of a warranty in this Section shall be to have Consultant use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to City.

5.3 City Warranties. City represents and warrants that (a) City will use, and will ensure that all users use, each Hosted Service in full compliance with this Agreement, Consultant's end-user terms of use and all applicable laws and regulations; and (b) City owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the City Data that is placed on, transmitted via or recorded by any Hosted Service.

5.4 Disclaimer.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CITY REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY CONSULTANT. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CITY'S REQUIREMENTS. CONSULTANT DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING CONSULTANT.

(b) City acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) Consultant shall not be liable to City or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the City or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) City shall include this paragraph, or the substance thereof, in any agreements between City and any third party involving the Hosted Services or other Consultant property.

6. DEFINITIONS.

6.1 "City Data" means data and information submitted by or for City into the Hosted Services.

6.2 "Documentation" means the user guides, technical literature, and functional specifications for the Services, as provided and updated by Consultant from time to time.

6.3 “Order” means the provision of the Hosted Services in accordance with Exhibits A and C of this Agreement.

Schedule A

Service Level Agreement for Hosted Services

1. Service Levels. Subject to the terms and conditions of this Agreement, Consultant will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a “Service Period”), excluding unavailability as a result of any of the Exceptions described below in this Section 1 (the “Availability Requirement”). “Service Level Failure” means a material failure of the Hosted Services to meet the Availability Requirement. “Available” and “Availability” mean the Hosted Services are available for access and use by City. For purposes of calculating the Availability Requirement, the following are “Exceptions” to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of City to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by City, or using City’s access credentials, that does not strictly comply with this Agreement; (b) City’s delay in performing, or failure to perform, any of its obligations under this Agreement; (c) City’s Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Consultant pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which Consultant has provided City notice via email or through the Hosted Services; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

Service Level Failures and Remedies. In the event of a Service Level Failure, Consultant will issue a credit to City in the amount set forth in the table below, measured as a percentage of the monthly fees (or pro rata equivalent thereof) for the applicable Hosted Services paid or payable for the Service Period the Service Level Failure occurred (each a “Service Credit”).

Availability	Service Credit (as percentage of monthly fees (or pro rata equivalent thereof))
99.0% - 100%	0%
96.0% - 98.9%	3%
94.0% - 95.9%	5%
90.0% - 93.9%	10%

< 90.0%	20%
---------	-----

Notwithstanding the foregoing, Consultant has no obligation to issue any Service Credit unless City: (i) reports the Service Failure to Consultant immediately upon becoming aware of it, and (ii) requests such Service Credit in writing within ten (10) days of the Service Level Failure. Additionally, in no event will a Service Credit for any Service Period exceed twenty percent (20%) of the total monthly fees (or pro rata equivalent thereof) that would be payable for that Service Period if no Service Level Failure had occurred. For the avoidance of doubt: In the event a flat fee is agreed upon in the applicable Order, and as a result there is not a monthly fee, the Service Credit for any Service Period will not exceed twenty percent (20%) of the total flat fee divided by the total number of months that constitute the Term. Subject to the foregoing, any Service Credit payable to City under this Agreement will be issued to City in the calendar month following the Service Period in which the Service Level Failure occurred. The parties intend that the Service Credits are liquidated damages that constitute compensation, and not a penalty. The parties acknowledge and agree that the harm caused by a Service Level Failure would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credit are a reasonable estimate of the anticipated or actual harm that might arise. This Section 0 sets forth Consultant's sole obligation and liability and City's sole remedy for any Service Level Failure.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management. Quantity is 11.	<u>\$990.00</u> per unit	<u>Upfront Payment</u>	<u>\$10,890.00</u>
B.	Onsite Training/Go-live days (8 hr. work days). Quantity is 12.	<u>\$990.00</u> per unit	<u>Upfront Payment</u>	<u>\$11,880.00</u>
C.	Travel for # of Onsite Trips indicated (Onsite Survey, Training, and Go-live). Quantity is 3 .	<u>\$2,700.00</u>	<u>Upfront Payment</u>	<u>\$8,100.00</u>
				\$30, 870.00
D.	<u>Annual Sales as a Service option ("SaaS") Payment</u>	<u>\$12,959.00</u>	<u>First day of Go-Live and each year thereafter for an initial term of 3 years</u>	<u>\$38,877.00</u>

TOTAL: \$69,747

II.

Not applicable.

III.

Not applicable.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

Not applicable.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	<u>7 days</u>	<u>7 business days from contract signing</u>
B.	Task B	<u>5 days</u>	<u>9 weeks from contract signing</u>
C.	Task C	<u>5 days</u>	<u>10 weeks from contract signing</u>

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

**Agenda
Item No.
7.e.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-37,
APPROVING AMENDMENT NO. 5 TO EXTEND EXISTING
AGREEMENT SUBAWARD NUMBER ENP202110 WITH
THE COUNTY OF LOS ANGELES FROM JULY 2021 -
JUNE 2022 FOR THE ELDERLY NUTRITION PROGRAM
SERVICES

SUMMARY: On June 23, 2020, a one-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). The agreement will expire on June 30, 2021. This Amendment will extend the agreement to June 30, 2022 to provide baseline funding for the Elderly Nutrition Programs during Fiscal Year (FY) 2021-22. Staff is requesting for City Council to authorize the City Manager to enter into an agreement with the County to continue providing nutrition services for seniors.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-37, approving Amendment No. 5 extending existing agreement Subaward Number ENP202110 with the County of Los Angeles and authorizing City Manager, or her designee, to execute said agreement.

FISCAL IMPACT: Amendment No. 5 will allocate an amount not-to-exceed \$216,000 for FY 2021-22. This will include \$193,000 from Title III C-1, \$22,000 from Title III C-2 and \$1,000 from Title III B. The minimum cash match of 15% is already appropriated in the Elderly Nutrition Program C1 and C2 budgets and was done as part of the 2021-2022 budget process.

DISCUSSION: The City has provided lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively “Programs”) for more than 20 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the Programs do not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The County contributes to the City’s Elderly Nutrition Program Services, which, offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, recreation, and wellness programs. This valuable program not only delivers a nutritious meal daily, but also serves as a mechanism to check up on the client, thereby providing an additional safety inspection and furthering the ability for him or her to continue to age in place.

At the request of Los Angeles County Department of Workforce Development, Aging and Community Services (WDACS) and in response to the California Safer at Home Initiative, the Congregate Meal Program has been suspended. The Home-Delivered Meals Program has been extended to serve every eligible South El Monte senior citizen age sixty (60) years and above. The Agreement will allow these key services to continue while complying with the requirements of the Safer at Home Initiative.

On October 13, 2020, the City Council approved an amendment (“Amendment No. 1”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000, to increase the baseline funding from \$209,000 to \$288,000 during Fiscal Year 2020-21 only.

On October 27, 2020, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only.

On November 10, 2020, the City council approved an amendment (“Amendment No. 3”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000, to increase the baseline funding from \$309,000 to \$404,000 during Fiscal Year 2020-21 only.

On March 23, 2021, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$65,000, increasing the baseline funding from \$404,000 to \$469,000 during FY 2020-21 only.

The Amendment No. 5 would do the following: (1) allocate Older Americans Act (OAA) baseline funding in the amount of \$216,00 during FY 2020-21 only, which shall be

reimbursed to the City in exchange for providing defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2021-22; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other miscellaneous changes.

Staff report was prepared by Andrés González, Senior Services Supervisor

ATTACHMENTS:

[Attachment A - Resolution No. 21-37](#)

[Attachment B - ENP Allocation Letter](#)

[Attachment C - FY 2021-22 ENP Amendment Five](#)

ATTACHMENT A

RESOLUTION NO. 21-37

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 5 TO THE COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES FOR FISCAL YEAR 2021-2022

WHEREAS, on June 23, 2020, the City Council approved an elderly nutrition program agreement with the County of Los Angeles through its Department of Workforce Development, Aging and Community and Senior Services (“County”) for County Funding for the City of South El Monte’s Elderly Nutrition Program (“Agreement”). The Agreement was for a one-year term commencing July 1, 2020 through June 30, 2021; and

WHEREAS, on October 13, 2020, the City Council approved an amendment (“Amendment No. 1”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000, to increase the baseline funding from \$209,000 to \$288,000 during Fiscal Year 2020-21 only; and

WHEREAS, on October 27, 2020, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only; and

WHEREAS, on November 10, 2020, the City Council approved an amendment (“Amendment No. 3”) to the Agreement to allocate Supplemental Federal Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000, to increase the baseline funding from \$309,000 to \$404,000 during Fiscal Year 2020-21 only; and

WHEREAS, on March 23, 2021, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$65,000, to increase the baseline funding from \$404,000 to \$469,000 during fiscal year 2020-21 only; and

WHEREAS, the City and County determined that an amendment (“Amendment No. 5”) to the Agreement is necessary to allocate Older Americans Act (“OAA”) baseline funding in the amount of \$216,000 for the Elderly Nutrition Program during FY 2020-21 only; and

WHEREAS, the City Council now desires to approve Amendment No. 5 to the Agreement to: (1) allocate Older American Act (“OAA”) funding in the amount of \$216,000 during FY 2021-22 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2021-22; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 5, which is attached to the staff report accompanying this Resolution as Attachment C.

**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The City Council hereby authorizes and directs the City Manager or her designee to execute Amendment No. 5 in substantially the form attached as Attachment C to the June 22, 2021 staff report accompanying this Resolution. The Council further directs the City Manager or her designee to take all actions necessary to effectuate Amendment No. 5.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-37 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of June, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



June 1, 2021

BOARD OF SUPERVISORS

Hilda L. Solis

Holly J. Mitchell

Sheila Kuehl

Janice Hahn

Kathryn Barger

City of South El Monte
Attention: Ms. Rachel Barbosa
1415 North Santa Anita Avenue
South El Monte, CA 91733

EXECUTIVE LEADERSHIP

Otto Solórzano

Acting Director

Paul Goldman

*Contract & Administrative
Services*

Jose R. Perez

Workforce Development

Lorenza C. Sánchez

Aging & Adult Services

Robin S. Toma

Human Relations

**FISCAL YEAR 2021-22 BASELINE FUNDING ALLOCATION
ELDERLY NUTRITION PROGRAM SERVICES**

Dear Ms. Barbosa:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of South El Monte's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize baseline funding to provide defined and contracted ENP Title III C-1, Title III C-2, and Title III B Services during Fiscal Year (FY) 2021-22.
- Subaward Number: ENP202110
- Amendment Number: Five
- Subaward Term: July 1, 2021 through June 30, 2022
- Total Baseline Funding: \$216,000
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2021 through June 30, 2022
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:

CONTACT INFORMATION

3175 West Sixth Street

Los Angeles, CA 90020

WDACS (888-211-0644)

APS hotline (1-877-477-3646)

info@wdacs.lacounty.gov

wdacs.lacounty.gov



Funding Source	Service Category	Unit Rate	NSIP Rate	Total Unit Rate	Allocation Amount
Older Americans Act (OAA) Title III C-1	American Meals	\$6.24	\$0.71	\$6.95	\$193,000 ¹
	Ethnic Meals				
OAA Title III C-2	Hot Meals	\$6.07	\$0.71	\$6.78	\$22,000 ²
	Frozen Meals	\$6.24	\$0.71	\$6.95	
	Emergency Meals	\$7.44	\$0.71	\$8.15	
OAA Title III B	Telephone Reassurance	\$0.68		\$0.68	\$1,000 ³
Subaward Sum Year 2 (SSY2)					\$216,000

¹ Complete one (1) budget and one (1) MPS for the Allocation Amount.

² Complete one (1) budget and one (1) MPS for the Allocation Amount.

³ Complete one (1) budget and one (1) MPS for the Allocation Amount.

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

ATTACHMENT C

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP202110
SUBAWARD PERIOD JULY 2020 – JUNE 2022**

AMENDMENT FIVE

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**
("County" or "WDACS")

County's Business Address
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

and

CITY OF SOUTH EL MONTE
("Contractor" or "Subrecipient")

Subrecipient's Business Address
1415 North Santa Anita Avenue
South El Monte, CA 91733

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2021" dated July 1, 2020, which is renamed as "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2022 and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward to extend the term of the Subaward for one (1) year commencing on July 1, 2021 through June 30, 2022; and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funding in the amount of **\$1,000**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Title III B Services as specified herein to be provided by Subrecipient during Fiscal Year 2021-22; and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate OAA Title III C-1 (Nutrition Services) original baseline funding in the amount of **\$193,000**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2021-22; and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate OAA Title III C-2 (Nutrition Services) original baseline funding in the amount of **\$22,000**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2021-22; and

WHEREAS, it is the intent of the parties to amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment shall commence **on July 1, 2021 or upon execution by all parties, whichever occurs later.**

II. The title of this Subaward shall be deleted in its entirety and replaced as follows:

Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2022

III. Subparagraph 4.2.1 is added as follows:

4.2.1 The term of this Subaward shall be extended for one (1) year commencing on July 1, 2021 through June 30, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Subaward.

IV. Subparagraph 5.1.4 is added as follows:

5.1.4 **Subaward Sum Year 2 Funding Source(s)**

- 5.1.4.1 The Subaward Sum Year 2 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.
- 5.1.4.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds
 - 5.1.4.2.1 Subaward Sum: **\$1,000**
 - 5.1.4.2.2 Service Area: Supervisorial District 1
 - 5.1.4.2.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)
 - 5.1.4.2.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.4.3 OAA Title III C-1 (Nutrition Services) original baseline funds
 - 5.1.4.3.1 Subaward Sum: **\$193,000**
 - 5.1.4.3.2 Service Area: Supervisorial District 1
 - 5.1.4.3.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)
 - 5.1.4.3.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.4.4 OAA Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.4.4.1 Subaward Sum: **\$22,000**
 - 5.1.4.4.2 Service Area: Supervisorial District 1

5.1.4.4.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)

5.1.4.4.4 Allocation Letter: Fiscal Year 2021-22
Baseline Funding Allocation for Elderly Nutrition Program Services

V. Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN)

5.10.4.1 July 1, 2020 - June 30, 2021: 2001CAOASS-00; 2001CAOACM-00; 2001CAOAHD-00; 2001CAOANS-00; 2001CACMC2-00; 2001CAHDC2-00; 2001CAHDC3-00; and, SLT0198

5.10.4.2 July 1, 2021- June 30, 2022: 2101CAOASS-01; 2101CAOACM-0; 2101CAOAHD-01; and, 2101CAOANS-01

VI. Subparagraph 5.10.5 is deleted in its entirety and replaced as follows:

5.10.5 Federal Award Dates

5.10.5.1 July 1, 2020

5.10.5.2 July 1, 2021

VII. Subparagraph 5.10.6 is deleted in its entirety and replaced as follows:

5.10.6 Subaward Period of Performance Start and End Dates

5.10.6.1 July 1, 2020 – June 30, 2021

5.10.6.2 July 1, 2021 – June 30, 2022

VIII. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: \$209,000

5.10.7.2 Amendment One: \$79,000

5.10.7.2.1 Federal CARES Act Funds: \$15,000

5.10.7.2.2 CDA CARES Act Funds: \$64,000

5.10.7.3 Amendment Two: \$21,000

5.10.7.4 Amendment Three: \$95,000

5.10.7.5 Amendment Four: \$65,000

5.10.7.6 Amendment Five: \$216,000

IX. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.10.8.1 Subaward Sum Year 1: \$469,000

5.10.8.2 Subaward Sum Year 2: \$216,000

X. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$685,000

XI. Subparagraph 5.10.10 is deleted in its entirety and replaced as follows:

5.10.10 Federal Award Project Description

5.10.10.1 July 1, 2020 - June 30, 2021: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; Federal Title IIIC1 CRCM and Federal Title IIIC2 CRHD; and, CARES Title IIIC2 HDC3

5.10.10.2 July 1, 2021 – June 30, 2022: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; and Federal Title IIIC2 3C2L and NSIP C2 NC2L

XII. Subparagraph 8.10 (Consideration of Hiring County Employees Targeted for Layoffs or on Re-Employment List) is deleted in its entirety and replaced as follows:

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

- 8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

XIII. Subparagraph 8.18 (Facsimile Representations) is deleted in its entirety and replaced as follows:

8.18. Counterparts and Electronic Signatures and Representations

- 8.18.1 This Subaward may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Subaward. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

- 8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to these documents.

XIV. Subparagraph 9.17.1 (Information Technology, Security and Privacy Requirements) is deleted in its entirety and replaced as follows:

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit EE (Information Technology and Privacy Requirements) set forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 and Exhibit EE (Information Technology and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical, and technical

measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

- XV. Subparagraph 9.17.6 (Physical and Environmental Security) is deleted in its entirety.
- XVI. Subparagraph 9.17.7 (Data Destruction) is deleted in its entirety, replaced, and renumbered as follows:

9.17.6 Data Destruction

9.17.6.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.6.2 Subrecipient shall destroy such County Information Assets by:

9.17.6.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.

9.17.6.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at:

<http://csrc.nist.gov/publications/PubsDrafts.htm#SP-800-88-Rev.%201> and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.

- 9.17.6.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.
- 9.17.6.4 Subrecipient shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.
- 9.17.6.5 Lower Tier Subrecipient shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

XVII. Subparagraph 9.17.8 (Encryption on Workstations and Portable Computing Devices) is deleted in its entirety, replaced, and renumbered as follows:

9.17.7 Encryption on Workstations and Portable Computing Devices

- 9.17.7.1 Subrecipient and any approved Lower Tier Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:
 - 9.17.7.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
 - 9.17.7.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).

- 9.17.7.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
- 9.17.7.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.17.7.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit.
- 9.17.7.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.
- 9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 9.17.7.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.7.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.7.3 Subrecipient and any approved Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.7.4 Subrecipient and any approved Lower Tier Subrecipient shall encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.7.5 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

XVIII. Subparagraph 9.17.9 (Software Maintenance and Operational management) is renumbered as follows:

9.17.8 Software Maintenance and Operational Management

9.17.8.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.8.2 Subrecipient and any approved Lower Tier Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems

on which County Information Assets are stored and/or transmitted.

9.17.8.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.8.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

XIX. Subparagraph 9.17.10 (Access Control) is deleted in its entirety.

XX. Subparagraph 9.17.11 (Personnel and Subrecipient Protections) is deleted in its entirety.

XXI. Subparagraph 9.17.12 (County's Security Audit) is deleted in its entirety.

XXII. Subparagraph 9.17.13 (Security Incident Reporting) is renumbered as follows:

9.17.9 Security Incident Reporting

9.17.9.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and any approved Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at http://aging.ca.gov/Programsproviders/Information_Security_and_Privacy.

9.17.9.2 Notification of Security Breach to County

9.17.9.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written

letter of any potential or actual security attacks or security incidents.

- 9.17.9.2.2 Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.9.3 Notification of Security Breach to Clients

- 9.17.9.3.1 Subrecipient and any approved Lower Tier Subrecipient shall give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

XXIII. Subparagraph 9.17.14 (Electronic Backups) is renumbered as follows:

9.17.10 Electronic Backups

- 9.17.10.1 Subrecipient and any approved Lower Tier Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and any approved Lower Tier Subrecipient shall ensure that all data files and backup files are encrypted.

XXIV. Subparagraph 9.17.15 (Cloud Storage) is deleted in its entirety.

XXV. Subparagraph 9.17.16 (Hardware Return) is deleted in its entirety.

XXVI. Subparagraph 9.17.17 is deleted in its entirety, replaced, and renumbered as follows:

- 9.17.11 Subrecipient shall ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit EE (Information Technology and Privacy Requirements).

XXVII. "Exhibit F (Subrecipient's Administration) FY 2021-22" is added, is an addendum to "Exhibit F (Subrecipient's Administration)", and is incorporated herein by reference.

- XXVIII. "Exhibit O (Charitable Contributions Certificate) FY 2021-22" is added and is an addendum to "Exhibit O (Charitable Contributions Certificate)", and is incorporated herein by reference.
- XXIX. "Exhibit R (Joint Funding Revenue Disclosure) FY 2021-22" is added and is an addendum to "Exhibit R (Joint Funding Revenue Disclosure)", and is incorporated herein by reference.
- XXX. "Exhibit W1 (Budget) Amendment 5 {FY 2021-22 Baseline Funding}" is added, is an addendum to "Exhibit W1 (Budget)", and is incorporated herein by reference.
- XXXI. "Exhibit W2 (Budget) Amendment 5 {FY 2021-22 Baseline Funding}" is added, is an addendum to "Exhibit W2 (Budget)", and is incorporated herein by reference.
- XXXII. "Exhibit W3 (Budget) Amendment 5 {FY 2021-22 Baseline Funding}" is added, is an addendum to "Exhibit W3 (Budget)", and is incorporated herein by reference.
- XXXIII. "Exhibit X1 (Mandated Program Services) Amendment 5 {FY 2021-22 Baseline Funding}" is added, is an addendum to "Exhibit X1 (Mandated Program Service)", and is incorporated herein by reference.
- XXXIV. "Exhibit X2 (Mandated Program Services) Amendment 5 {FY 2021-22 Baseline Funding}" is added, is an addendum to "Exhibit X2 (Mandated Program Services)", and is incorporated herein by reference.
- XXXV. "Exhibit X3 (Mandated Program Services) Amendment 5 {FY 2021-22 Baseline Funding}" is added, is an addendum to "Exhibit X3 (Mandated Program Services)", and is incorporated herein by reference.
- XXXVI. "Exhibit Y (List of Lower Tier Subawards) FY 2021-22" is added and is an addendum to "Exhibit Y (List of Lower Tier Subawards)", and is incorporated herein by reference.
- XXXVII. "Exhibit EE (Information Technology and Security Privacy Requirements)" is added and is incorporated herein by reference.
- XXXVIII. The "Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Five** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP202110
Subaward Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Rodrigo A. Castro-Silva, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized
Representative

Title

Signature



City Council Agenda Report

**Agenda
Item No.
7.f.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-38,
APPROVING AMENDMENT NO. 8 EXTENDING THE
LOWER TIER SUBAWARD AGREEMENT BETWEEN
HUNTINGTON CULINARY AND THE CITY OF SOUTH EL
MONTE FOR THE ELDERLY NUTRITION PROGRAM TO
DECEMBER 31, 2021.

SUMMARY: On May 26, 2020, the City Council approved a culinary services agreement with Huntington Culinary for a term of one-year for a total compensation not to exceed \$235,654.20 for FY 20-21. The one-year contract for culinary services with Huntington Culinary is set to expire on June 30, 2021. Staff recommends extending the contract to December 30, 2021 to allow for sufficient time to conduct a competitive bidding process per City's Purchase Order Manual.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-38, extending the current term to December 31, 2021 and authorize City Manager to execute Amendment No. 8 to agreement with Huntington Culinary to allow sufficient time to conduct a competitive bidding process for culinary services.

FISCAL IMPACT: The City will pay an amount not to exceed \$146,578 for FY 21-22 for the requested 6-month contract extension. This will include \$108,000 from the Los Angeles County Workforce Development Aging and Community Services ("WDACS") Grant and \$38,578 from the City's General Fund Balance of which is made annually in order to continue serving our seniors. The required 15% City match, estimated at \$16,200 will be covered by in-kind City staff time required to administer the program.

DISCUSSION: The City's Elderly Nutrition Program is co-sponsored by the Los Angeles County Department of Workforce Development, Aging and Community Services ("WDACS"). The City did not receive a baseline funding allocation notification letter from WDACS for FY 21-22 until June 1, 2021, which did not give the City adequate time to prepare and release a formal Request for Proposals for Culinary Services. Additionally, due to Coronavirus pandemic, the City's nutrition program service levels fluctuate from week to week which requires the selection of a vendor that has the capability to adjust meal orders on a weekly basis to avoid service interruptions.

The requested extension is for 6 months from the expiration date of June 30, 2021 of the current agreement. The extension is important to allow sufficient time for the City to prepare and release a Request for Proposal (RFP) for Culinary Services, review of submitted proposals, negotiations, City Council review and approval, and time for transition to a new service provider.

At the request of the Los Angeles County Department of Workforce Development, Aging and Community Services ("WDACS") and in response to the California Safer at Home Initiative, the Home-Delivered Meals Program has continued to serve every eligible South El Monte senior citizen age sixty (60) years and above.

This valuable program not only delivers a nutritious meal daily, but also serves as a mechanism to check up on the senior clients, thereby providing an additional safety inspection and furthering the ability for him or her to remain home during the California Safer at Home Initiative. Although the Home-Delivered Meals Program does not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

Staff report was prepared by Andrés González, Senior Services and Transportation Supervisor

ATTACHMENTS:

[Attachment A - Resolution No. 21-38](#)

[Attachment B - Amendment No. 8](#)

[Attachment C - Huntington Culinary Inc Agreements](#)

ATTACHMENT A

RESOLUTION NO. 21-38

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 8 FOR THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE TO APPROVE A 6 MONTH CONTRACT EXTENSION FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. (“Lower Tier Subrecipient”) entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program (“Original Agreement”); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 (“Amendment No. 1”); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 (“Amendment No. 2”). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 (“Amendment No. 3”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the “Agreement”; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, is referred to herein as the “Agreement”; and

WHEREAS, On May 26, 2020 the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 (“Amendment No. 5”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the “Agreement”; and

WHEREAS, On June 29, 2020 the City and Lower Tier Subrecipient amended the Agreement to increase the compensation terms for the increase in meals provided by the Lower tier Subrecipient during FY 19-20 (“Amendment No. 6”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 , Amendment No. 5 and Amendment No. 6 is referred to herein as the “Agreement”; and

WHEREAS, On June 22, 2021 the City and Lower Tier Subrecipient amended the Agreement to increase the compensation terms for the increase in meals provided by the Lower tier Subrecipient during FY 20-21 (“Amendment No. 7”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Amendment No. 7 is referred to herein as the “Agreement”; and

WHEREAS, the City proposes to amend the Agreement to extend the term an additional 6-months for a term ending December 31, 2021 (“Amendment No. 8”); and

WHEREAS, per the proposed Amendment No. 8, the total for the Lower Tier Subaward is not to exceed \$146,578 for FY 21-22.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment No. 8, in the form attached to the agenda report accompanying this resolution, is hereby approved, extending the term of the Agreement until December 31, 2021.

SECTION 3: Authorizes and directs the City Manager to execute the amendment in substantially the form attached as Attachment B to the June 22, 2021 staff report accompanying this Resolution. The City Council further directs the City Manager to take all necessary action necessary to effectuate the amendment.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 22nd of June 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-38 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of June, 2021 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**AMENDMENT NO. 8 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Eighth Amendment (“Amendment No. 8”) to that certain agreement by and between the City of South El Monte, a California municipal corporation (“City or Subrecipient”) and Huntington Culinary, Inc., a California Corporation (“Lower Tier Subrecipient”) (collectively, the “Parties”) is hereby entered into as of June 22, 2021 (“Effective Date”).

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program (“Original Agreement”);
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 (“Amendment No. 1”). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”;
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 (“Amendment No. 2”). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”.
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 (“Amendment No. 3”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the “Agreement.”
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the “Agreement”.
- F. On May 26, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the “Agreement”.
- G. On June 29, 2020, the City and Lower Tier Subrecipient amended the Agreement to increase the total maximum compensation terms to a new total not-to-exceed amount of \$272,007.20 to adequately account for services sought and received (“Amendment No. 6”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No.6 is referred to herein as the “Agreement”.

- H. On June 22, 2021, the City and Lower Tier Subrecipient amended the Agreement to increase the total maximum compensation terms to a new total not-to-exceed amount of \$320,000 to adequately account for services sought and received (“Amendment No. 7”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No.6 and Amendment No. 7 is referred to herein as the “Agreement”.
- I. The City and Lower Tier Subrecipient now desire to amend the Agreement to enable the Lower Tier Subrecipient to extend services until December 31, 2021 (“Amendment No. 8”).

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended until December 31, 2021.

Section 2. For the period July 1, 2021 through December 31, 2021, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$146,578 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through December 31, 2021.

Section 3. For the period July 1, 2021 through December 31, 2021, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

“B. As full compensation for Lower Tier Subrecipient’s Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$146,578 (the “Maximum Compensation”), effective through December 31, 2021.”

Section 4. For the period July 1, 2021 through December 31, 2021, Exhibit A will be replaced with the attached Exhibit A-2.

Section 5. Except as specifically amended by this Amendment No. 8, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 8 on the day and year first shown above.

CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier
Subrecipient)

By: _____
Rachel Barbosa,
City Manager

By: _____
Carroll Klett, Corporate President

Date: _____

Date: _____

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	24,255	\$5.60	\$ 135,828
CII – Homebound Meal	1,822	\$5.90	\$ 10,750
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	26,077		\$146,578.00

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

ATTACHMENT C

RESOLUTION NO. 20-72

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 6 FOR AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE TO INCREASE THE COMPENSATION TERMS AND AUTHORIZING A FY 2019-20 BUDGET ADJUSTMENT FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. ("Lower Tier Subrecipient") entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program ("Original Agreement"); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement"; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement"; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement"; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the "Agreement"; and

WHEREAS, On May 26, 2020 the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 ("Amendment No. 5"); and

WHEREAS, due to the COVID-19 Pandemic, there has been an increase in the number of meals required under the Agreement, leading to the Consultant providing services in excess of the Maximum Compensation; and

WHEREAS, the City Council now wishes to amend the Agreement in order to increase the Maximum Compensation to \$272,007.20 for FY 2019-20.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

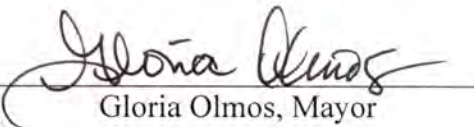
SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment No. 6, in the form attached to the agenda report accompanying this resolution, is hereby approved, authorizes the FY2019-20 Budget Adjustment in the amount of \$36,353 to compensate for the increase in meals rendered during the contract term for FY2019-20.

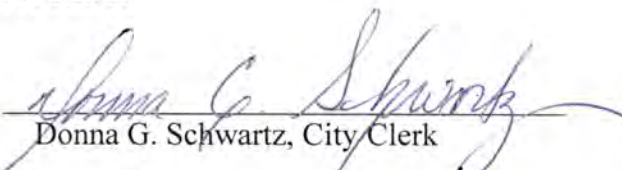
SECTION 3: Authorizes and directs the City Manager to execute the amendment in substantially the form attached as Attachment B to the June 29, 2020 staff report accompanying this Resolution. The City Council further directs the City Manager to take all necessary action necessary to effectuate the amendment.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 29th day of June 2020.


Gloria Olmos, Mayor

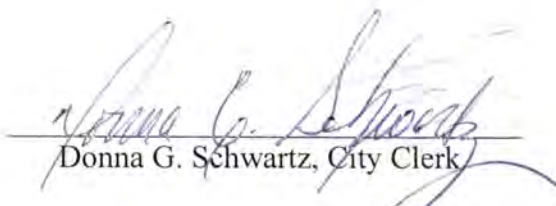
ATTEST:


Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-72 was passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 29th day of June, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Donna G. Schwartz, City Clerk

**AMENDMENT NO. 6 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Sixth Amendment ("Amendment No. 6") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of June 29, 2020 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement";
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement".
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement."
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the "Agreement".
- F. On May 26, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 ("Amendment No. 5"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the "Agreement".
- G. Amendment No. 5 to the Agreement also replaced Exhibit A with Exhibit A-2. However, the intention of the parties was to replace Exhibit B with Exhibit B-2.
- H. Prior to the closeout of the Agreement, an audit conducted by the City identified \$36,353 in services received that were in excess of the total compensation terms which resulted from the increase of the number of meals served to eligible City

residents due to the COVID-19 Pandemic and the California Safer at Home Initiative.

- I. The City and Lower Tier Subrecipient now desire to amend the Agreement to increase the total maximum compensation terms to a new total not-to-exceed amount of \$272,007.20 to adequately account for services sought and received. Additionally, the parties wish to clarify the Exhibits to the Agreement by ensuring that Exhibit A constitutes the scope of work and Exhibit B constitutes the schedule of compensation.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Paragraph B of Section 4 of the Agreement related to compensation is hereby amended to read as follows (deletions noted in ~~strike through~~; additions noted in ***bold, italics***):

"B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of ~~\$235,654.20~~ ***\$272,007.20*** for FY2019-2020, ***and \$235,654.20 for FY2020-2021*** (the "Maximum Compensation"), effective through June 30, 2021."

Section 2. Section 32, Federal Reimbursement Terms, is hereby added to Agreement as follows:

"The following terms shall be applicable to the Contractor's Services, as required by the Federal Emergency Management Agency:

1. The contractor is to perform a cost analysis on all change orders. The cost analysis for all changes orders will include a separate determination of profit for each change order requested.
2. All invoices must conform to the billing methodology specified in the Agreement. Failure to properly invoice will result in non-payment of invoices.
 - a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices.
 - b. All disaster invoices shall include the location where delivered or where used, if appropriate.
3. All of Contractor's invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - a. Time cards.
 - b. Daily work reports for every employee, by each separate FEMA category of work.

- c. Daily equipment use, by each separate FEMA category of work.
- d. List of all supplies and materials used, by each separate FEMA category of work.
- e. Includes both prime and subcontractors.

4. The Contractor must retain all records related to the Services for a minimum of three years after all City projects (not just this one) are completed. In lieu of this indefinite storage requirement, the Contractor may elect to provide an electronic copy of all records in a bona fide electronic documents management format which provides unalterable copies. This requirement applies to the Contractor and all subcontractor's project records. However, it is the responsibility of the Contractor to provide all of the records, both the Contractor and any subcontractor's records.

Contractor shall follow all of the requirements of 2 CFR § 200.321 and shall require and enforce similar compliance with all subcontractors."

Section 3. For the period July 1, 2019 through June 30, 2021, Exhibit A will continue to describe the full Scope of Services applicable to this Agreement.

Section 4. For the period July 1, 2019 through June 30, 2020, Exhibit B will be replaced with the attached Exhibit B-2.

Section 5. For the period July 30, 2020 through June 30, 2021, Exhibit B will be replaced with Exhibit B-3.

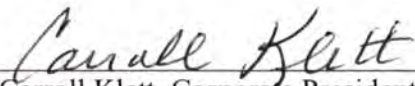
Section 6. Except as specifically amended by this Amendment No. 6, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 6 on the day and year first shown above.

CITY OF SOUTH EL MONTE

HUNTINGTON CULINARY, INC.
(LOWER TIER SUBRECIPIENT)

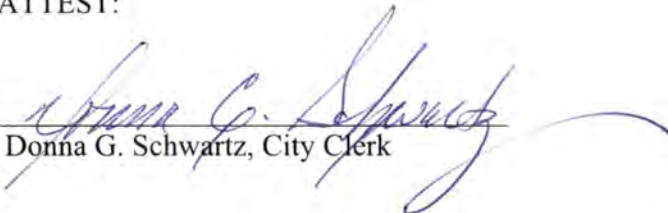
By: 
Rachel Barbosa,
City Manager

By: 
Carroll Klett, Corporate President

Date: 7/1/2020

Date: 07.07.2020

ATTEST:


Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

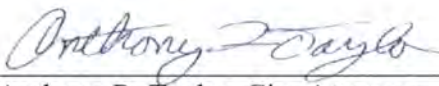

Anthony R. Taylor, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare Cost Effective and Quality Congregate and Homebound Meals for City Seniors.

MEAL PREPARATION

TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. Lower Tier Subrecipient shall be able to prepare daily (Monday through Friday) entrees for South El Monte Senior Residents, as well as being responsible for ensuring that daily food production is completed on time— 11:30 a.m. for congregated meals and 11:00 a.m. for homebound meals.
CI - Cost per meal.
CII - Cost per meal.
2. Lower Tier Subrecipient will also be responsible for procuring all items, not including bread products, milk coffee, tea, and condiments, which are necessary for food production.
3. Lower Tier Subrecipient is to ensure that food is prepared with consideration for sanitation and safety standards.

ADMINISTRATION OF STAFF

TASK 2: ADMINISTRATION OF FOOD PREPARATION STAFF

Lower Tier Subrecipient agrees

1. to comply with all Federal and State labor laws.
2. Lower Tier Subrecipient shall hire or appoint either a Part-Time Registered Dietitian or a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen.
3. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2019-2020

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 251,003.20
CII – Homebound Meal	4,986	\$5.90	\$ 21,004.00
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	48,382		\$272,007.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

EXHIBIT B-3
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 20-48

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 5 FOR THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. ("Lower Tier Subrecipient") entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program ("Original Agreement"); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement"; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement"; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement"; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the "Agreement"; and

WHEREAS, the City proposes to amend the Agreement to extend the term of the Agreement by one year until June 30, 2021 ("Amendment No. 5"); and

WHEREAS, per the proposed Amendment No. 5, the total for the Lower Tier Subaward is not to exceed \$235,654.20 for FY 20-21.

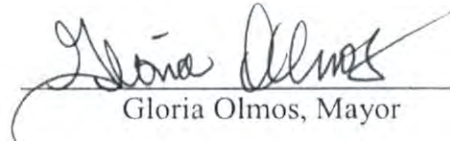
THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment No. 5, in the form attached to the agenda report accompanying this resolution, is hereby approved, extending the term of the Agreement until June 30, 2021. The Mayor is directed to execute Amendment No. 5.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 26th of May, 2020


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-48 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of May, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Rose Juarez, City Clerk

**AMENDMENT NO. 5 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Fifth Amendment ("Amendment No. 5") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of May 26, 2020 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement";
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement";
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement."
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the "Agreement".
- F. The City and Lower Tier Subrecipient now desire to amend the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 ("Amendment No. 5").

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended until June 30, 2021.

Section 2. For the period July 1, 2020 through June 30, 2021, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed

and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2021.

Section 3. For the period July 1, 2020 through June 30, 2021, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

"B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$235,654.20 (the "Maximum Compensation"), effective through June 30, 2021."

Section 4. For the period July 1, 2020 through June 30, 2021, Exhibit A will be replaced with the attached Exhibit A-2.

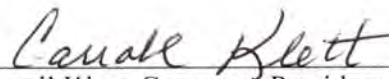
Section 5. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: 
Rachel Barbosa,
City Manager

By: 
Carroll Klett, Corporate President

Date: 6/2/2020

Date: 6/5/2020

ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:

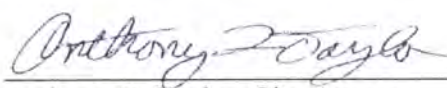

Anthony R. Taylor, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 19-37

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
AMENDMENT NO. 4 FOR THE LOWER TIER SUBAWARD AGREEMENT
BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL
MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, the City proposes to amend the Lower Tier Subaward Agreement with
Huntington Culinary for the Elderly Nutrition Program to extend the term by one year; and

WHEREAS, per the proposed amendment, the total for the Lower Tier Subaward is not to
exceed \$235,654.20 for FY19-20; and

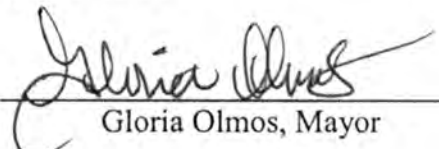
THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS
FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

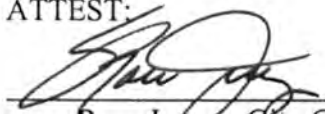
SECTION 2: The proposed Amendment, in the form attached to the agenda report
accompanying this resolution, is hereby approved.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 11th day of June 2019.


Gloria Olmos, Mayor

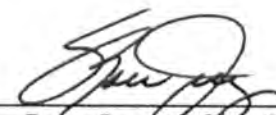
ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing
Resolution, being Resolution No. 19-37 was passed and approved by the City Council of the City
of South El Monte at a regular meeting of said Council held on the 11th day of June, 2019 and that
said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, (Mayor) Olmos
NOES: None
ABSENT: Retamoza
ABSTAIN: None


Rose Juarez, City Clerk

**AMENDMENT NO. 4 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Fourth Amendment ("Amendment No. 4") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of June 11, 2019 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1");
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement".
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement".

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended until June 30, 2020.

Section 2. For the period July 1, 2019 through June 30, 2020, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2020.

Section 3. For the period July 1, 2019 through June 30, 2020, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

"B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total

Lower Tier Subaward amount of \$235,654.20 (the "Maximum Compensation"), effective through June 30, 2020."

Section 4. For the period July 1, 2019 through June 30, 2020, Exhibit A will be replaced with the attached Exhibit A-2.

Section 5. Except as specifically amended by this Amendment No. 4, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 on the day and year first shown above.

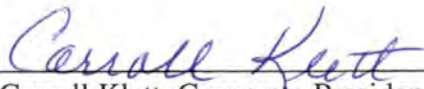
CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By:


Rachel Barbosa,
Interim City Manager

By:


Carroll Klett, Corporate President

Date:



Date:



ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:


Michael Estrada, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2019-2020

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 18-40

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AMENDMENT NO. 3 FOR THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF
SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, the City proposes to amend the Lower Tier Subaward Agreement with
Huntington Culinary for the Elderly Nutrition Program to extend the term by one year; and

WHEREAS, per the proposed amendment, the total for the Lower Tier Subaward is not
to exceed \$235,654.20 for FY18-19; and

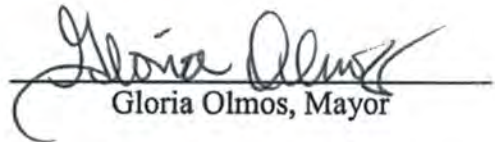
**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment, in the form attached to the agenda report
accompanying this resolution, is hereby approved. The Mayor is directed to execute the
Amendment.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 8th day of May, 2018.


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 18-40 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of May, 2018 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk

**AMENDMENT NO. 3 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City" or "Subrecipient") and Huntington Culinary, Inc., a California corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of this May 8, 2018 ("Effective Date").

RECITALS

- A. On September 27, 2016, City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for City's Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No 1"); and
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the annual award amount from \$205,655.00 to \$235,654.20 for FY17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement."

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended to and including June 30, 2019.

Section 2. For the period July 1, 2018 through June 30, 2019, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward.

Section 3. For the period July 1, 2018 through June 30, 2019, Exhibit A will be replaced with the attached Exhibit A-2.

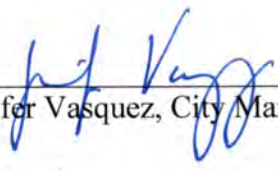
Section 4. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

City of South El Monte,
a California municipal corporation

Lower Tier Subrecipient
Huntington Culinary, Inc. a California
corporation

By:


Jennifer Vasquez, City Manager

By:


Carroll Klett, Corporate President

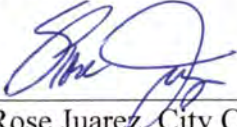
Date:

6/13/18

Date:

6/29/18

ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:

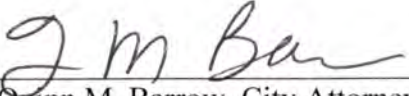

Quinn M. Barrow, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH
LOWER TIER SUBRECIPIENT FOR FY 2018-2019

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies purchased from different vendors by City.

RESOLUTION NO. 17-90

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AMENDMENT NO. 2 FOR THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY
OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, the proposed amendment would increase the total for the Lower Tier Subaward from \$205,655.00 to \$235,654.20 for FY17-18; and

WHEREAS, in the amendment, the total for the Lower Tier Subaward is not to exceed \$235,654.20 for FY17-18; and

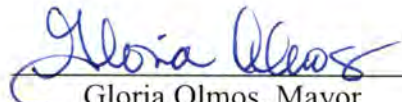
**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment, in the form attached to the agenda report accompanying this resolution, is hereby approved. The Mayor is directed to execute the Amendment.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 26th day of September, 2017.


Gloria Olmos, Mayor

ATTEST:


Rose Juárez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 17-90, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of September, 2017 and that said Resolution was adopted by the following vote:

AYES: Angel, Delgado, Garcia, Gonzales, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Rose Juarez, City Clerk

**AMENDMENT NO. 2 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of this 26th day of September, 2017 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No 1"). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement"; and
- C. The Parties now desire to amend the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. For the period July 1, 2017 and end June 30, 2018, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2018.

Section 2. For the period July 1, 2017 through June 30, 2018, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$235,654.20 (the "Maximum Compensation"), effective through June 30, 2018.

Section 3. For the period July 1, 2017 through June 30, 2018, Exhibit A will be replaced with the attached Exhibit A-1.

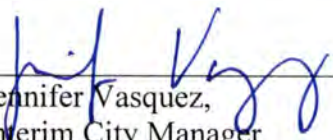
Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: 
Jennifer Vasquez,
Interim City Manager

By: 
Carroll Klett, Corporate President

Date: September 27, 2017

ATTEST: 
Rose Juarez, City Clerk

Date: 9/20/17

APPROVED AS TO FORM:

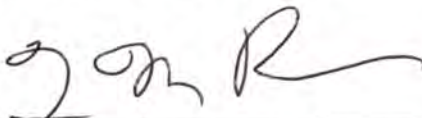

Quinn M. Barrow, City Attorney

EXHIBIT A-1
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT FOR FY 2017-2018

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 17-46

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AMENDING THE LOWER TIER SUBAWARD AGREEMENT BETWEEN
HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR
THE ELDERLY NUTRITION PROGRAM

WHEREAS, the City approved the Lower Tier Subaward Agreement for FY 2016-17 with
up to three additional one year extensions; and

WHEREAS, in the proposed amendment would increase the total for the Lower Tier
Subaward from \$202,009.30 to \$232,009.30 for FY16-17; and

WHEREAS, the proposed amendment would extend the term of the Agreement by one
year, and decrease the total for the Lower Tier Subaward from \$232,009.30 to \$205,655.00 for
FY17-18; and

WHEREAS, in the amendment, the total for the Lower Tier Subaward is not to exceed
\$205,655.00 for FY17-18; and

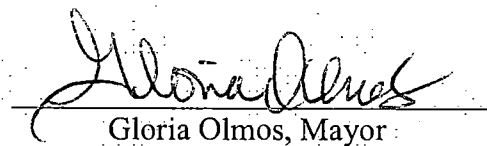
**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

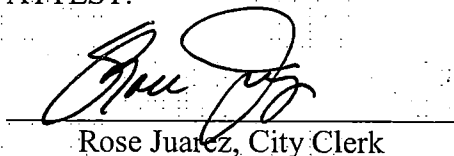
SECTION 2: The proposed Amendment, in the form attached to the agenda report
accompanying this resolution, is hereby approved. The Mayor is directed to execute the
Amendment.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 13th day of June, 2017.


Gloria Olmos, Mayor

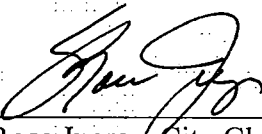
ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 17-46, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 13th day of June, 2017 and that said Resolution was adopted by the following vote:

AYES: Angel, Delgado, Garcia, Gonzales, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk

**AMENDMENT NO. 1 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Second Amendment ("Amendment No. 1") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of this 13th day of June, 2017 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Agreement");
- B. The Parties now desire to amend the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018.
- C. The Parties now desire to amend the Agreement to increase the award amount from \$202,009.30 to \$232,009.30 for FY16-17.
- D. The Parties now desire to amend the Agreement and decrease the current award amount from \$232,009.30 to \$205,655.00 for FY17-18.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Notwithstanding Section 4 of the Agreement, for the term of this Lower Tier Subaward ending June 30, 2017 Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$232,009.30 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2017.

Section 1. The term of this Lower Tier Subaward shall re-commence on July 1, 2017 and end June 30, 2018. Notwithstanding Section 4 of the Agreement, for that period Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$205,655.00 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2018.

Section 2. For the period July 1, 2017 through June 30, 2018, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$205,655.00 (the "Maximum Compensation"), effective through June 30, 2018.

Section 3. In this fiscal year, there are 250 serving days including holidays and special occasions. Special occasions will be served one day prior to holiday or as arranged.

Section 4. Lower Tier Subrecipient shall be paid for providing services set forth in the newly attached Exhibit A. Payment shall be made on a bi-weekly basis.

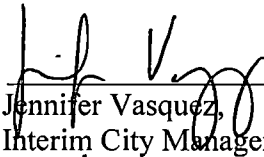
Section 5. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

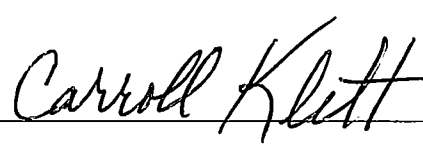
Section 6. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

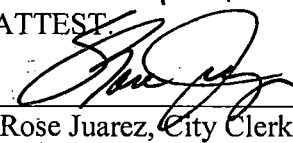
CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: 
Jennifer Vasquez,
Interim City Manager

By: 
Carroll Klett, Corporate President

Date: 6/28/17

ATTEST:

Rose Juarez, City Clerk

Date: 6/15/17

APPROVED AS TO FORM:

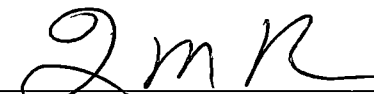

Quinn M. Barrow, City Attorney

EXHIBIT A
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT FOR FY 2017-2018

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	31,471	\$5.60	\$ 176,237.60
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$205,655.00

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

LOWER TIER SUBAWARD AGREEMENT

This Lower Tier Subaward Agreement ("Lower Tier Subaward") is dated September 27, 2016 ("Effective Date") and is between the City of South El Monte, a California municipal corporation ("Subrecipient") and Huntington Culinary Inc., a California corporation ("Lower Tier Subrecipient"). Subrecipient and Lower Tier Subrecipient are sometimes referred to herein as the "Parties", and individually as a "Party".

This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP162010) with County of Los Angeles ("County") Community and Senior Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.

RECITALS

A. Subrecipient desires to utilize the culinary services of Lower Tier Subrecipient for its Elderly Nutrition Program.

B. Lower Tier Subrecipient represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Subrecipient desires to retain Lower Tier Subrecipient and Lower Tier Subrecipient desires to serve Subrecipient to perform these services in accordance with the terms and conditions of this Lower Tier Subaward.

The Parties therefore agree as follows:

SECTION 1. Lower Tier Subrecipient's Services

A. Scope of Services. Lower Tier Subrecipient shall perform the services described in the Scope of Services (the "Services"), attached as Exhibit A. Subrecipient may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Lower Tier Subaward.

B. Party Representatives. For the purposes of this Lower Tier Subaward, the Subrecipient Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "Subrecipient Representative"). For the purposes of this Lower Tier Subaward, the Lower Tier Subrecipient Representative shall be Carol Klett (the "Lower Tier Subrecipient Representative"). The Subrecipient Representative shall directly manage Lower Tier Subrecipient's Services under this Lower Tier Subaward. Lower Tier Subrecipient shall not change the Lower Tier Subrecipient Representative without Subrecipient's prior written consent.

C. Time for Performance. Lower Tier Subrecipient shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Subrecipient Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Lower Tier Subrecipient shall perform all Services under this Lower Tier Subaward in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Subrecipient.

E. Personnel. Lower Tier Subrecipient has, or will secure at its own expense, all personnel required to perform the Services required under this Lower Tier Subaward. All of the Services required under this Lower Tier Subaward shall be performed by Lower Tier Subrecipient or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Lower Tier Subrecipient shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Lower Tier Subrecipient shall obtain and maintain during the Lower Tier Subaward term all necessary licenses, permits and certificates required by law for the provision of Services under this Lower Tier Subaward, including a business license. Lower Tier Subrecipient must also obtain Hazard Analysis and Critical Control Points ("HACCP") Program Training within six months of Effective Date of this Lower Tier Subaward.

SECTION 2. Statement of Work and Schedule

Lower Tier Subrecipient shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as Exhibit B and by this reference incorporated herein. The rights and obligations of the parties to this Lower Tier Subaward shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

SECTION 3. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Lower Tier Subaward and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of Subrecipient shall be, unless otherwise stated in the Lower Tier Subaward:

Jennifer Vasquez, Interim City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
(626) 579-6540

B. The representative of Lower Tier Subrecipient of the Lower Tier Subaward shall be:

Caroll Klett, President
Huntington Culinary, Inc.
7071 Warner Avenue, Suite F-714
Huntington Beach, California 92647
(714) 374-1819

SECTION 4. Compensation to Lower Tier Subrecipient

A. Compensation. Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$202,009.30 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2017. The amount may be more in the event Subrecipient should order more meals than the Subaward calls for. Lower Tier Subrecipient shall be paid for providing services set forth in Exhibit B. Payment shall be made on a bi-weekly basis.

B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.50 per CI Lunch Meal and \$5.80 per CII Homebound Meal and \$5.86 per CI Dinner Meal (the "Maximum Compensation"). Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$202,009.30, effective through June 30, 2017.

C. Expenses. The amount set forth above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Lower Tier Subaward.

D. Additional Services. Subrecipient shall not allow any claims for additional Services performed by Lower Tier Subrecipient, unless the City Council or the Subrecipient Representative, if applicable, and the Lower Tier Subrecipient Representative authorizes the additional Services in writing prior to Lower Tier Subrecipient's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or the Subrecipient Representative shall be compensated at the rates set forth in this Section 4, or, if not specified, at a rate mutually agreed to by the Parties. Subrecipient shall make payment for additional Services and expenses in accordance with this Section 4.

SECTION 5. Method of Payment

A. Invoices. Lower Tier Subrecipient shall submit to Subrecipient an invoice, on a weekly basis for the Services performed pursuant to this Lower Tier Subaward. Each invoice shall itemize the Services rendered during the billing period, including amount of meals served, hourly rates charged, if applicable, and the amount due. Subrecipient shall review each invoice and notify Lower Tier Subrecipient in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. Subrecipient shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the maximum compensation set forth in Section 4 above. Subrecipient shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Lower Tier Subrecipient.

SECTION 6. Term of Lower Tier Subaward

A. The term of this Lower Tier Subaward shall commence on July 1, 2016 and end June 30, 2017, provided that the term is subject to the provisions of Section 16 (Indemnity, Liability and Insurance Requirements) and Section 20 (Termination), and availability of federal funds through the Area Agency on Aging. The term may be extended for up to three additional periods of one year each, upon mutual agreement of the Parties on the Maximum Compensation (Section 4) for the extension period.

B. Lower Tier Subrecipient must submit a Food Service Specification document as set forth in Exhibit B every year fiscal year by March 1st.

C. In this fiscal year, there are 250 serving days including holidays and special occasions. Special occasions will be served one day prior to holiday or as arranged.

SECTION 7. Notices, Demands, and Communications

A. Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested and shall be deemed effective as the date of mailing.

B. Such notices, demands, or communications shall be addressed as set forth below:

1. For Subrecipient:

City of South El Monte
Jennifer Vasquez, Interim City Manager
1415 Santa Anita Avenue
South El Monte, California 91733

2. For Lower Tier Subrecipient:

Huntington Culinary, Inc.
Caroll Klett, President
7071 Warner Avenue, Suite F-714
Huntington Beach, California 92647

C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five working days of said change.

SECTION 8. Audit Records and Bonding

A. Lower Tier Subrecipient shall maintain financial records and reports related to funds received under this Lower Tier Subaward.

B. Lower Tier Subrecipient shall maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food and labor costs expended in the performance of this Lower Tier Subaward.

C. These records shall be subject to audit or inspection by duly authorized Subrecipient, County, state, or federal personnel.

D. Lower Tier Subrecipient shall maintain all books, records, and other documents relative to this Lower Tier Subaward for three years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and the County of Los Angeles Area Agency on Aging or five years if no audit has occurred.

E. Lower Tier Subrecipient shall provide to Subrecipient, on an annual fiscal year basis, a statement that Fidelity Insurance covers all persons handling funds received or disbursed by this Lower Tier Subaward.

F. Lower Tier Subrecipient shall provide, on an annual basis, an official copy of the Certified Public Accountant audit which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of Subaward funds. All records of Lower Tier Subrecipient bearing upon food purchases, storage, and food preparation directly related to said program under this Lower Tier Subaward shall be made available to Subrecipient upon request.

G. Lower Tier Subrecipient shall furnish reports as required by Subrecipient, County of Los Angeles County Area Agency on Aging ("Area Agency on Aging"), California Department of Aging, and United States Administration on Aging.

H. Lower Tier Subrecipient shall use standardized recipes which meet HACCP requirements and which shall be available to Subrecipient and Los Angeles County Area Agency on Aging for review.

I. Lower Tier Subrecipient shall supply raw food and labor costs to Subrecipient as needed.

J. Lower Tier Subrecipient shall permit periodic monitoring of Subawarded activities by Subrecipient, Centralized Dietary Services, County, state, or federal personnel.

SECTION 9. Amendments to Lower Tier Subaward

Any changes in the terms of this Lower Tier Subaward, including changes in the scope of services to be performed by Lower Tier Subrecipient and any increase or decrease in amount of compensation which are agreed to by Subrecipient and Lower Tier Subrecipient, shall be incorporated into this Lower Tier Subaward by a written amendment properly executed by both parties. Prior written approval shall be received from the Area Agency on Aging.

SECTION 10. Permit and Licenses

Lower Tier Subrecipient shall hold valid permits, licenses, certificates, and other documents as are required by the state, County, Subrecipient, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Lower Tier Subaward such as but not limited to, Public Health License, Los Angeles County Inspection Reports, Annual Fire Inspection Certificates, HACCP Certificate, and other documents for County's approval. Lower Tier Subrecipient shall notify Subrecipient of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents which may be cause for termination of this Lower Tier Subaward.

SECTION 11. Conflict of Interest

A. Lower Tier Subrecipient, during the period to be covered by this Lower Tier Subaward, shall have no interest, direct or indirect, with respect to Subrecipient which would create a conflict of interest.

B. No member, officer, or employee of Subrecipient and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to Subrecipient during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Lower Tier Subaward or the proceeds thereof.

C. Lower Tier Subrecipient warrants that no person has been employed to solicit or secure this Lower Tier Subaward upon any Lower Tier Subaward for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give Subrecipient the right to terminate this Lower Tier Subaward, or, at the discretion of Subrecipient, to deduct from Lower Tier Subrecipient's fees the amount of such commission, percentage, brokerage, or contingent fee.

SECTION 12. Independent Contractor Status of Lower Tier Subrecipient

The Parties agree that the performance of Lower Tier Subrecipient's services hereunder shall be in the capacity of an independent contractor and that no employees of Lower Tier Subrecipient have been, are, or shall be employees of Subrecipient or County by virtue of this Lower Tier Subaward, and Lower Tier Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Lower Tier Subaward.

SECTION 13. Assignment or Transfer of Interest

Lower Tier Subrecipient shall not assign or transfer any interest in this Lower Tier Subaward, except that claims for monies due or to become due from Subrecipient under this Lower Tier Subaward may be assigned to a bank, trust company, or other financial institution.

SECTION 14. Applicable Sections of Lower Tier Subaward between the County of Los Angeles and Subrecipient

Subrecipient and Lower Tier Subrecipient agree that all conditions set forth in the Lower Tier Subaward between the County and Subrecipient, as applicable in the performance of this

Lower Tier Subaward, are hereby included herein by reference as though set forth herein in full. Also referenced in this Lower Tier Subaward is the County Subaward with Subrecipient, in which Lower Tier Subrecipient will ensure compliance with Sections 5.5.4, 7.6, 8.6, 8.24.9, 8.38, 9.17 and 9.18.

SECTION 15. Discrimination Prohibited

A. Lower Tier Subrecipient shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this Lower Tier Subaward, and hereby agrees to comply with all federal, state, and County laws or regulations pertaining hereto, including the Americans with Disabilities Act and applicable Civil Rights Acts.

B. It is expressly understood that upon receipt of evidence of such discrimination, Subrecipient shall have the right to terminate this Lower Tier Subaward.

C. Affirmative Action. A written affirmative action plan by Lower Tier Subrecipient, embodying both (1) goals and timetables of minority manpower utilization and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps is to be included.

SECTION 16. Indemnity, Liability, and Insurance Requirements

A. The Parties agree that Subrecipient and the County, their elected and appointed officers, employees and assigns (collectively, "Indemnitees") should, to the extent permitted by law, be fully protected from any claims, liabilities, losses, expenses, suits, actions and causes of actions, fines, penalties, taxes, damages, or any other cost arising out of or in any way related to the performance of the Services pursuant to this Lower Tier Subaward. Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to Indemnitees. Lower Tier Subrecipient acknowledges that Subrecipient would not enter into this Lower Tier Subaward in the absence of Lower Tier Subrecipient's commitment to indemnify and protect Indemnitees as set forth herein.

B. Lower Tier Subrecipient agrees to indemnify and defend the Indemnitees against all claims, liabilities, losses, expenses, suits, actions and causes of actions, fines, penalties, taxes or damages (collectively, the "Liabilities") where such Liabilities arise out of or result, in whole or in part, from: (i) the negligent acts or omissions or the willful or intentional misconduct of Lower Tier Subrecipient or its employees, subcontractors or agents, in the course of providing the Services; (ii) Lower Tier Subrecipient's breach of the terms of this Lower Tier Subaward; (iii) any claim that any of the Services or materials otherwise provided by Lower Tier Subrecipient infringes or misappropriates a copyright, patent, trade secret, trademark or any other proprietary right of a third party; (iv) any acts for which Lower Tier Subrecipient or Subrecipient could be strictly liable if performed by Subrecipient; or (v) quality of Lower Tier Subrecipient's work performed. Lower Tier Subrecipient shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Lower Tier Subrecipient shall reimburse the

Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

C. Lower Tier Subrecipient shall pay all required taxes on amounts paid to Subrecipient under this Lower Tier Subaward, and indemnify and hold Subrecipient harmless from any and all taxes, assessments, penalties, and interest asserted against Subrecipient by reason of the independent Subrecipient relationship created by this Lower Tier Subaward. Lower Tier Subrecipient shall fully comply with the Workers' Compensation Law governing Lower Tier Subrecipient and Lower Tier Subrecipient's employees. Lower Tier Subrecipient shall indemnify and hold Subrecipient harmless from any failure of Lower Tier Subrecipient to comply with applicable Workers' Compensation Law. Subrecipient may offset against the amount of any fees due to Lower Tier Subrecipient under this Lower Tier Subaward any amount due to Subrecipient from Lower Tier Subrecipient as a result of Lower Tier Subrecipient's failure to promptly pay to Subrecipient any reimbursement or indemnification arising under this Subparagraph C.

1. Workers' Compensation Acts not Limiting. Lower Tier Subrecipient's obligations under this Section 16, or any other provision of this Lower Tier Subaward, shall not be limited by the provisions of the Workers' Compensation Law or any related laws. Lower Tier Subrecipient expressly waives its statutory immunity under such statutes or laws as to Subrecipient, its officers, agents, employees and volunteers.

2. Insurance Requirements not Limiting. Subrecipient does not, and shall not, waive any rights that it may possess against Lower Tier Subrecipient because of the acceptance by Subrecipient, or the deposit with Subrecipient, of any insurance policy or certificate required pursuant to this Lower Tier Subaward. The hold harmless and indemnification provisions in this Section 16 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, taxes, assessments, penalties or interests asserted against Subrecipient.

3. Survival of Terms. The indemnification in this Section 16 shall survive the expiration or termination of this Lower Tier Subaward.

D. Insurance Requirements. Throughout the term of this Lower Tier Subaward, Lower Tier Subrecipient shall at its own expense maintain the following types of insurance coverage. Such coverage shall be maintained until receipt of final payment under the terms of this Lower Tier Subaward. Failure on the part of Lower Tier Subrecipient to procure or maintain required insurance shall constitute a material breach of Lower Tier Subaward, and Subrecipient may immediately terminate or suspend this Lower Tier Subaward.

1. Commercial General Liability Insurance including bodily injury, property damage, personal injury, advertising injury and products/completed operations, with a limit of not less than \$1,000,000.

2. Automobile Liability with a combined single limit of \$1,000,000.

3. Workers' Compensation and Employer's Liability Insurance covering all Lower Tier Subrecipient's personnel performing the Services pursuant to this Lower Tier

Subaward. Workers' Compensation insurance will be in accordance with the Workers' Compensation Law of the jurisdiction where the work is performed. Employer's Liability shall be provided with limits of not less than \$500,000 each accident, \$500,000 each disease, and \$1,000,000 disease policy limit.

4. Umbrella/Excess Liability Insurance to follow-form the terms and conditions set forth under subparagraph D.1 of this Section 16, with a limit of liability not less than \$5,000,000 each occurrence and annual aggregate.

E. Evidence of Insurance. Prior to the performance of Services under this Lower Tier Subaward, Lower Tier Subrecipient shall furnish Subrecipient's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 16. The endorsements are subject to Subrecipient's approval. Lower Tier Subrecipient may provide complete, certified copies of all required insurance policies to Subrecipient. Lower Tier Subrecipient shall maintain current endorsements on file with Subrecipient's Risk Manager. Lower Tier Subrecipient shall provide proof to Subrecipient's Risk Manager that insurance policies expiring during the term of this Lower Tier Subaward have been renewed or replaced with other policies providing at least the same coverage. Lower Tier Subrecipient shall furnish such proof at least two weeks prior to the expiration of the coverages.

F. New or Additional Meal Locations. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.

G. Acceptability of Insurers. The insurance policies required under this Section 16 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 16.

H. Primary and Non-Contributing. The insurance policies required under this Section 16 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Subrecipient. Any insurance or self-insurance maintained by Subrecipient, its officers, employees, agents or volunteers, shall be in excess of Subrecipient's insurance and shall not contribute with it.

I. Subrecipient's Waiver of Subrogation. The insurance policies required under this Section 16 shall not prohibit Lower Tier Subrecipient and Lower Tier Subrecipient's employees, agents or Lower Tier Subrecipients from waiving the right of subrogation prior to a loss. Lower Tier Subrecipient hereby waives all rights of subrogation against Subrecipient.

J. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Subrecipient. At Subrecipient's option, Lower Tier Subrecipient shall either reduce or eliminate the deductibles or self-insured retentions with respect to Subrecipient, or Lower Tier Subrecipient shall procure a bond guaranteeing payment of losses and expenses.

K. Cancellations or Modifications to Coverage. Lower Tier Subrecipient shall not cancel, reduce or otherwise modify the insurance policies required by this Section 16 during the term of this Lower Tier Subaward. The insurance policies required under this Lower Tier Subaward shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Subrecipient. If any insurance policy required under this Section 16 is canceled or reduced in coverage or limits, Subrecipient shall, within two business days of notice from the insurer, phone, fax or notify Subrecipient via certified mail, return receipt requested, of the cancellation of or changes to the policy.

L. Subrecipient Remedy for Noncompliance. If Lower Tier Subrecipient does not maintain the policies of insurance required under this Section 16 in full force and effect during the term of this Lower Tier Subaward, or in the event any of Lower Tier Subrecipient's policies do not comply with the requirements under this Section 16, Subrecipient may either immediately terminate this Lower Tier Subaward or, if insurance is available at a reasonable cost, Subrecipient may, but has no duty to, take out the necessary insurance and pay, at Lower Tier Subrecipient's expense, the premium thereon. Lower Tier Subrecipient shall promptly reimburse Subrecipient for any premium paid by Subrecipient or Subrecipient may withhold amounts sufficient to pay the premiums from payments due to Lower Tier Subrecipient.

M. Indemnity Requirements not Limiting. Procurement of insurance by Lower Tier Subrecipient shall not be construed as a limitation of Lower Tier Subrecipient's liability or as full performance of Lower Tier Subrecipient's duty to indemnify Subrecipient under Section 16 of this Lower Tier Subaward.

N. Lower Tier Subrecipient Insurance Requirements. Lower Tier Subrecipient shall require each of its Lower Tier Subrecipients that perform Services under this Lower Tier Subaward to maintain insurance coverage that meets all of the requirements of this Section 16.

O. Notice of Claims. Lower Tier Subrecipient shall promptly notify Subrecipient in writing of any claims against Lower Tier Subrecipient or Subrecipient and, in the event of a suit being filed, Lower Tier Subrecipient shall promptly forward to the Subrecipient all papers in connection therewith. Subrecipient shall not incur any expenses or make any settlement without Lower Tier Subrecipient's consent. However, if Lower Tier Subrecipient refuses or neglects to defend any such suit, Subrecipient may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to Lower Tier Subrecipient.

P. Additional Insured. Subrecipient and County of Los Angeles shall be named as additional insured on all policies or certificates.

Q. Cancellation Notice. Thirty-day Notice of Cancellation shall be mailed to the Subrecipient and County of Los Angeles Area Agency on Aging at 3175 West 6th Street, Suite 414, Los Angeles, California 90020.

SECTION 17. Compliance with Statutes and Regulations

A. In the performance of this Lower Tier Subaward, Lower Tier Subrecipient shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes and provisions of the County of Los Angeles, the City of South El Monte, and the Area Agency on Aging.

B. Lower Tier Subrecipient shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance ("RDA").

C. Lower Tier Subrecipient shall comply with the California Uniform Retail Food Facilities Law ("CURFFL"), the HACCP requirements, and AAA/CNS Policy and Procedures for Senior Nutrition Sites.

SECTION 18. Federal, State and Local Taxes

Federal, state, and local taxes shall be the responsibility of Lower Tier Subrecipient as an independent Subrecipient and not as a Subrecipient employee.

SECTION 19. Termination

This Lower Tier Subaward may be terminated by Subrecipient at any time and without cause within the period of its duration upon not less than 30 days' written notice by Subrecipient to Lower Tier Subrecipient or immediately for cause. Lower Tier Subrecipient may terminate this Lower Tier Subaward upon not less than 30 days' written notice to Subrecipient. Notice shall be as provided in Section 7 herein.

In addition, the Lower Tier Subaward may be terminated because of lack of funds, repeated citations by the Area Agency on Aging, and failure to make corrective actions required by the Area Agency on Aging. In the event funds to finance this Subaward, or part of this Subaward, become unavailable, the obligations of each Party hereunder may be terminated upon no less than ten days written notice to the other Party. Said notice shall be the final authority as to the availability of federal or state funds. Waivers of breach of any provision of this Lower Tier Subaward shall not be constructed to be a modification of the terms of this Lower Tier Subaward.

SECTION 20. Negotiation of Disputes

Any disputes of law or fact between Subrecipient and Lower Tier Subrecipient shall be settled between the Parties concerned in such a manner that it will not delay or adversely affect the performance of Subrecipient. Should any question still remain unresolved, the dispute will be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon Subrecipient and Lower Tier Subrecipient.

SECTION 21. Prior Approval of Lower Tier Subawards

Lower Tier Subrecipient shall not enter into any Lower Tier Subawards, for all or part of the services contemplated under this Lower Tier Subaward without obtaining prior written approval of Subrecipient and the Area Agency on Aging which shall then be made a part of the original Lower Tier Subaward. No Lower Tier Subrecipients shall be approved which would incur an obligation higher than the original agreed upon price.

SECTION 22. Fair Labor Standards Compliance

Lower Tier Subrecipient agrees to indemnify, defend, and hold harmless the County of Los Angeles and Subrecipient, its agent, officers, and employees from any and all liability including, but not limited to, wages, overtime party, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Lower Tier Subrecipient's employees for which Subrecipient or County may be found jointly or solely liable.

SECTION 23. Citizenship Laws

Lower Tier Subrecipient and Subrecipient warrants their full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigrations Reform & Control Act of 1986. Lower Tier Subrecipient and Subrecipient shall obtain, from all covered employees services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Lower Tier Subrecipient and Subrecipient shall retain such documentation for all covered employees for the period prescribed by law. Lower Tier Subrecipient and Subrecipient shall indemnify, defend and hold harmless the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Lower Tier Subrecipient and Subrecipient of County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Lower Tier Subaward.

SECTION 24. Lower Tier Subrecipient Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the Area Agency on Aging Policies and Procedures and Subawards Management Manual, Lower Tier Subrecipient shall comply with the following requirements:

A. Lower Tier Subrecipient shall hire (1) a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelors degree and/or Masters Degree in Nutrition/Dietetic with an institutional foodservice management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen, or (2) a qualified Food Service Manager who possess a B.S. degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two years professional experience as a food service

supervisor; no less than six years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements.

B. Lower Tier Subrecipient must submit, to Subrecipient, the registration I.D. number and expiration date of Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's AAA approval.

C. County may, at its sole discretion, waive this requirement or for repeated deficiencies of noncompliance, require Lower Tier Subrecipient to fill both positions, and/or to expand the required positions to full time positions.

SECTION 25. Date of Execution

The Parties hereto agree that the first party to execute this Lower Tier Subaward shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Lower Tier Subaward is made, provided, however, that the term shall be for the period set forth in Section 6 herein.

SECTION 26. Information and Documents

A. Lower Tier Subrecipient covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Lower Tier Subrecipient or provided for performance of this Lower Tier Subaward are deemed confidential and shall not be disclosed or released by Lower Tier Subrecipient without prior written authorization by Subrecipient. Subrecipient shall grant such authorization if applicable law requires disclosure. Lower Tier Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Lower Tier Subaward or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Lower Tier Subrecipient gives Subrecipient notice of such court order or subpoena.

B. Lower Tier Subrecipient shall promptly notify Subrecipient should Subrecipient, its officers, employees, agents or Lower Tier Subrecipients be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Lower Tier Subaward and the work performed thereunder or with respect to any project or property located within the City. Subrecipient may, but has no obligation to, represent Lower Tier Subrecipient or be present at any deposition, hearing or similar proceeding. Lower Tier Subrecipient agrees to cooperate fully with Subrecipient and to provide Subrecipient with the opportunity to review any response to discovery requests provided by Lower Tier Subrecipient. However, the Subrecipient's right to review any such response does not imply or mean the right by Subrecipient to control, direct or rewrite the response.

C. All Data required to be furnished to Subrecipient in connection with this Lower Tier Subaward shall become Subrecipient's property, and Subrecipient may use all or any portion of the Data submitted by Lower Tier Subrecipient as Subrecipient deems appropriate.

Upon completion of, or in the event of termination or suspension of this Lower Tier Subaward, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Subrecipient's sole property and may be used, reused or otherwise disposed of by Subrecipient without Lower Tier Subrecipient's permission. Lower Tier Subrecipient may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Lower Tier Subrecipient.

D. Lower Tier Subrecipient's covenants under this Section 26 shall survive the expiration or termination of this Lower Tier Subaward.

SECTION 27. Mutual Cooperation

A. Subrecipient's Cooperation. Subrecipient shall provide Lower Tier Subrecipient with all pertinent Data, documents and other requested information as is reasonably available for Lower Tier Subrecipient's proper performance of the Services required under this Lower Tier Subaward.

B. Lower Tier Subrecipient's Cooperation. In the event any claim or action is brought against the Subrecipient relating to Lower Tier Subrecipient's performance of Services rendered under this Lower Tier Subaward, Lower Tier Subrecipient shall render any reasonable assistance that Subrecipient requires.

SECTION 28. Records and Inspections

Lower Tier Subrecipient shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Subrecipient that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Lower Tier Subrecipient shall provide free access to Subrecipient, its designees and representatives at reasonable times, and shall allow Subrecipient to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Lower Tier Subaward. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

SECTION 29. Non-Discrimination and Equal Employment Opportunity

In the performance of this Lower Tier Subaward, Subrecipient shall not discriminate against any employee, Lower Tier Subrecipient or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Subrecipient will take affirmative action to ensure that Lower Tier Subrecipients and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

SECTION 30. Entire Lower Tier Subaward and Modification of Lower Tier Subaward

This Lower Tier Subaward and all exhibits referred to in this Lower Tier Subaward constitute the final, complete and exclusive statement of the terms of the Lower Tier Subaward between the Parties pertaining to the subject matter of this Lower Tier Subaward and supersede all other prior or contemporaneous oral or written understandings and Lower Tier Subawards of the Parties. No Party has been induced to enter into this Lower Tier Subaward by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Lower Tier Subaward. This Lower Tier Subaward may be modified only by a writing signed by both Parties.

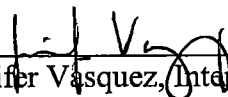
SECTION 31. Corporate Authority

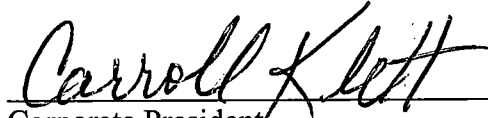
The persons executing this Lower Tier Subaward on behalf of the Parties warrant that they are duly authorized to execute this Lower Tier Subaward on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Lower Tier Subaward.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives are signing this Lower Tier Subaward on the date stated in the introductory clause.

City of South El Monte ("Subrecipient")

Huntington Culinary, Inc. ("Lower Tier Subrecipient")

By: 
Jennifer Vasquez, Interim City
Manager

By: 
Corporate President

Date: 9/28/16

150-410-4039
Social Security Number

ATTEST:

002021
City Business License


Rose Juarez, City Clerk

3-31-2017
Expiration Date

Date: 10-5-2016

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare Cost Effective and Quality Congregate and Homebound Meals for City Seniors.

MEAL PREPARATION

TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. Lower Tier Subrecipient shall be able to prepare daily (Monday through Friday) entrees for South El Monte Senior Residents, as well as being responsible for ensuring that daily food production is completed on time—11:30 a.m. for congregated meals and 11:00 a.m. for homebound meals.

CI – Cost per meal.

CII – Cost per meal.

2. Lower Tier Subrecipient will also be responsible for procuring all items, not including bread products, milk coffee, tea, and condiments, which are necessary for food production.
3. Lower Tier Subrecipient is to ensure that food is prepared with consideration for sanitation and safety standards.

ADMINISTRATION OF STAFF

TASK 2: ADMINISTRATION OF FOOD PREPARATION STAFF

1. Lower Tier Subrecipient agrees to comply with all Federal and State labor laws.
2. Lower Tier Subrecipient shall hire or appoint either a Part-Time Registered Dietitian or a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen.
3. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B

**FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY16-17**

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	31,471	\$5.50	\$ 173,090.50
CII – Homebound Meal	4,986	\$5.80	\$ 28,918.40
CI – Dinner	0	\$5.86	\$ 0.00
TOTAL	36,457		\$202,009.30



City Council Agenda Report

**Agenda
Item No.
7.g.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-39,
APPROVING AMENDMENT NO. 7 TO THE CONTRACT
WITH HUNTINGTON CULINARY FOR AN INCREASE IN
COMPENSATION TERMS AND AUTHORIZING A
BUDGET INCREASE OF \$84,345.80 TO THE FISCAL
YEAR (FY) 2020-2021 BUDGET FOR THE ELDERLY
NUTRITION PROGRAM

SUMMARY: On May 26, 2020, the City Council awarded a contract for culinary services to Huntington Culinary for a term of one year for a total compensation not to exceed \$235,654.20 for FY 20-21, matching the FY 19-20 award amount of \$235,654.20, to provide culinary services for the City's Elderly Nutrition Program. Due to the COVID-19 Pandemic and the California Safer at Home Initiative, the City experienced a 64% increase in the number of meals served to eligible South El Monte senior residents each week.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-39, amending the contract with Huntington Culinary to increase the compensation terms from \$235,654.20 to a total not-to-exceed amount of \$320,000 and authorize a \$84,345.80 budget increase to the FY 2020-21 budget.

FISCAL IMPACT: The Elderly Nutrition Program, whose not-to-exceed budget revision of \$320,000, is estimated to cover senior nutrition needs in the current fiscal year. The additional \$84,345.80 will be funded by grant funds received from Workforce Development, Aging and Community Services (WDACS) and will not require the usage of General Fund revenues.

DISCUSSION: At the request of WDACS and in response to the California Safer at Home Initiative, the City's Home-Delivered Meals Program was extended to serve every eligible South El Monte senior citizen age sixty (60) years and above.

Prior to the Pandemic, the City only had 18 at home food deliveries. After the pandemic, the delivery program increased to 200 meals delivered per day for our South El Monte senior residents. This resulted in an increase to the budget of \$84,345.80 that will be funded by a grant from WDACS.

This valuable program not only delivers a nutritious meal daily, but also serves as a mechanism to check up on our senior clients, thereby providing an additional safety inspection and furthering the ability for him or her to remain home during the California Safer at Home Initiative. Although the Home-Delivered Meals Program does not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

Staff recommends that the City Council adopt Resolution No. 21-39, amending the contract with Huntington Culinary to increase the compensation terms from \$235,654.20 to a total not-to-exceed amount of \$320,000 and authorize a \$84,345.80 budget increase to the FY 2020-21 budget for the Elderly Nutrition Program.

Staff report was prepared by Andrés González, Senior Services and Transportation Supervisor.

ATTACHMENTS:

[Attachment A - Resolution No. 21-39](#)

[Attachment B - Amendment No. 7](#)

[Attachment C - Huntington Culinary Inc. Agreements](#)

ATTACHMENT A

RESOLUTION NO. 21-39

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 7 FOR THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE TO INCREASE THE MAXIMUM COMPENSATION TERMS AND AUTHORIZING A FY 20-21 BUDGET ADJUSTMENT FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. (“Lower Tier Subrecipient”) entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program (“Original Agreement”); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 (“Amendment No. 1”); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 (“Amendment No. 2”). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 (“Amendment No. 3”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the “Agreement”; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, is referred to herein as the “Agreement”; and

WHEREAS, On May 26, 2020 the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 (“Amendment No. 5”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the “Agreement”; and

WHEREAS, On June 29, 2020 the City and Lower Tier Subrecipient amended the Agreement to increase the compensation terms for the increase in meals provided by the Lower tier Subrecipient during FY 19-20 (“Amendment No. 6”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 , Amendment No. 5 and Amendment No. 6 is referred to herein as the “Agreement”; and

WHEREAS, per the proposed Amendment No. 7, the total for the Lower Tier Subaward is not to exceed \$320,000 for FY 20-21.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment No. 7, in the form attached to the agenda report accompanying this resolution, is hereby approved, authorizes the FY 20-21 Budget Adjustment in the amount of \$84,345.80 to compensate for the increase in meals rendered during the contract term for FY 20-21.

SECTION 3: The City Council authorizes and directs the City Manager to execute the amendment in substantially the form attached as Attachment B to the June 22, 2021 staff report accompanying this Resolution. The City Council further directs the City Manager to take all necessary action necessary to effectuate the amendment.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 22nd of June 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-39 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of June, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**AMENDMENT NO. 7 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Seventh Amendment (“Amendment No. 7”) to that certain agreement by and between the City of South El Monte, a California municipal corporation (“City or Subrecipient”) and Huntington Culinary, Inc., a California Corporation (“Lower Tier Subrecipient”) (collectively, the “Parties”) is hereby entered into as of June 22, 2021 (“Effective Date”).

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program (“Original Agreement”);
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 (“Amendment No. 1”). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”;
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 (“Amendment No. 2”). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”.
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 (“Amendment No. 3”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the “Agreement.”
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the “Agreement”.
- F. On May 26, 2020, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 (“Amendment No. 5”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the “Agreement”.
- G. On June 29, 2020 the City and Lower Tier Subrecipient amended the Agreement to increase the compensation terms for the increase in meals provided by the Lower tier Subrecipient during FY 19-20 (“Amendment No. 6”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 , Amendment No. 5 and Amendment No. 6 is referred to herein as the “Agreement”; and

- H. Prior to the closeout of the Agreement, an audit conducted by the City identified \$84,345.80 in services received that were in excess of the total compensation terms which resulted from the increase of the number of meals served to eligible City residents due to the COVID-19 Pandemic and the California Safer at Home Initiative.
- I. The City and Lower Tier Subrecipient now desire to amend the Agreement to increase the total maximum compensation terms to a new total not-to-exceed amount of \$320,000 to adequately account for services sought and received. Additionally, the parties wish to clarify the Exhibits to the Agreement by ensuring that Exhibit A constitutes the scope of work and Exhibit B constitutes the schedule of compensation.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Paragraph B of Section 4 of the Agreement related to compensation is hereby amended to read as follows (deletions noted in ~~strike through~~; additions noted in ***bold, italics***):

“B. As full compensation for Lower Tier Subrecipient’s Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of ~~\$235,654.20~~ ***\$320,000*** for FY2020-2021 (the “Maximum Compensation”), effective through June 30, 2021.”

Section 2. Section 32, Federal Reimbursement Terms, is hereby added to Agreement as follows:

“The following terms shall be applicable to the Contractor’s Services, as required by the Federal Emergency Management Agency:

1. The contractor is to perform a cost analysis on all change orders. The cost analysis for all changes orders will include a separate determination of profit for each change order requested.
2. All invoices must conform to the billing methodology specified in the Agreement. Failure to properly invoice will result in non-payment of invoices.
 - a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices.
 - b. All disaster invoices shall include the location where delivered or where used, if appropriate.
3. All of Contractor’s invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

- a. Time cards.
- b. Daily work reports for every employee, by each separate FEMA category of work.
- c. Daily equipment use, by each separate FEMA category of work.
- d. List of all supplies and materials used, by each separate FEMA category of work.
- e. Includes both prime and subcontractors.

4. The Contractor must retain all records related to the Services for a minimum of three years after all City projects (not just this one) are completed. In lieu of this indefinite storage requirement, the Contractor may elect to provide an electronic copy of all records in a bona fide electronic documents management format which provides unalterable copies. This requirement applies to the Contractor and all subcontractor's project records. However, it is the responsibility of the Contractor to provide all of the records, both the Contractor and any subcontractor's records.

Contractor shall follow all of the requirements of 2 CFR § 200.321 and shall require and enforce similar compliance with all subcontractors."

Section 3. For the period July 1, 2020 through June 30, 2021, Exhibit A will continue to describe the full Scope of Services applicable to this Agreement.

Section 4. For the period July 1, 2020 through June 30, 2021, Exhibit B-2 will be replaced by Exhibit B-3.

Section 5. Except as specifically amended by this Amendment No. 7, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 7 on the day and year first shown above.

CITY OF SOUTH EL MONTE

HUNTINGTON CULINARY, INC.
(LOWER TIER SUBRECIPIENT)

By: _____
Rachel Barbosa,
City Manager

By: _____
Carroll Klett, Corporate President

Date: _____

Date: _____

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare Cost Effective and Quality Congregate and Homebound Meals for City Seniors.

MEAL PREPARATION

TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. Lower Tier Subrecipient shall be able to prepare daily (Monday through Friday) entrees for South El Monte Senior Residents, as well as being responsible for ensuring that daily food production is completed on time— 11:30 a.m. for congregated meals and 11:00 a.m. for homebound meals.
CI - Cost per meal.
CII - Cost per meal.
2. Lower Tier Subrecipient will also be responsible for procuring all items, not including bread products, milk coffee, tea, and condiments, which are necessary for food production.
3. Lower Tier Subrecipient is to ensure that food is prepared with consideration for sanitation and safety standards.

ADMINISTRATION OF STAFF

TASK 2: ADMINISTRATION OF FOOD PREPARATION STAFF

Lower Tier Subrecipient agrees

1. to comply with all Federal and State labor laws.
2. Lower Tier Subrecipient shall hire or appoint either a Part-Time Registered Dietitian or a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen.
3. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	48,382		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

EXHIBIT B-3
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	51,899	\$5.60	\$ 290,582.60
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	56,885		\$320,000.00

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

ATTACHMENT C

RESOLUTION NO. 20-72

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 6 FOR AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE TO INCREASE THE COMPENSATION TERMS AND AUTHORIZING A FY 2019-20 BUDGET ADJUSTMENT FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. ("Lower Tier Subrecipient") entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program ("Original Agreement"); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement"; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement"; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement"; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the "Agreement"; and

WHEREAS, On May 26, 2020 the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 ("Amendment No. 5"); and

WHEREAS, due to the COVID-19 Pandemic, there has been an increase in the number of meals required under the Agreement, leading to the Consultant providing services in excess of the Maximum Compensation; and

WHEREAS, the City Council now wishes to amend the Agreement in order to increase the Maximum Compensation to \$272,007.20 for FY 2019-20.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

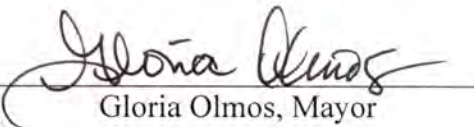
SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment No. 6, in the form attached to the agenda report accompanying this resolution, is hereby approved, authorizes the FY2019-20 Budget Adjustment in the amount of \$36,353 to compensate for the increase in meals rendered during the contract term for FY2019-20.

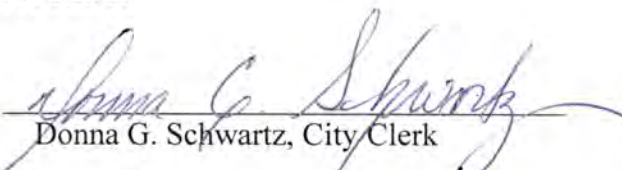
SECTION 3: Authorizes and directs the City Manager to execute the amendment in substantially the form attached as Attachment B to the June 29, 2020 staff report accompanying this Resolution. The City Council further directs the City Manager to take all necessary action necessary to effectuate the amendment.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 29th day of June 2020.


Gloria Olmos, Mayor

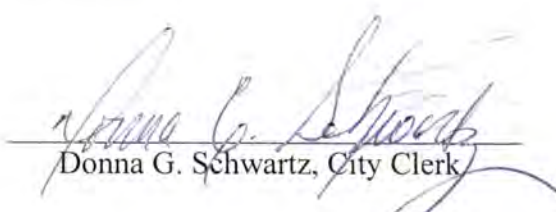
ATTEST:


Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-72 was passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 29th day of June, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Donna G. Schwartz, City Clerk

**AMENDMENT NO. 6 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Sixth Amendment ("Amendment No. 6") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of June 29, 2020 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement";
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement".
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement."
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the "Agreement".
- F. On May 26, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 ("Amendment No. 5"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the "Agreement".
- G. Amendment No. 5 to the Agreement also replaced Exhibit A with Exhibit A-2. However, the intention of the parties was to replace Exhibit B with Exhibit B-2.
- H. Prior to the closeout of the Agreement, an audit conducted by the City identified \$36,353 in services received that were in excess of the total compensation terms which resulted from the increase of the number of meals served to eligible City

residents due to the COVID-19 Pandemic and the California Safer at Home Initiative.

- I. The City and Lower Tier Subrecipient now desire to amend the Agreement to increase the total maximum compensation terms to a new total not-to-exceed amount of \$272,007.20 to adequately account for services sought and received. Additionally, the parties wish to clarify the Exhibits to the Agreement by ensuring that Exhibit A constitutes the scope of work and Exhibit B constitutes the schedule of compensation.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Paragraph B of Section 4 of the Agreement related to compensation is hereby amended to read as follows (deletions noted in ~~strike through~~; additions noted in ***bold, italics***):

"B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of ~~\$235,654.20~~ ***\$272,007.20*** for FY2019-2020, ***and \$235,654.20 for FY2020-2021*** (the "Maximum Compensation"), effective through June 30, 2021."

Section 2. Section 32, Federal Reimbursement Terms, is hereby added to Agreement as follows:

"The following terms shall be applicable to the Contractor's Services, as required by the Federal Emergency Management Agency:

1. The contractor is to perform a cost analysis on all change orders. The cost analysis for all changes orders will include a separate determination of profit for each change order requested.
2. All invoices must conform to the billing methodology specified in the Agreement. Failure to properly invoice will result in non-payment of invoices.
 - a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices.
 - b. All disaster invoices shall include the location where delivered or where used, if appropriate.
3. All of Contractor's invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - a. Time cards.
 - b. Daily work reports for every employee, by each separate FEMA category of work.

- c. Daily equipment use, by each separate FEMA category of work.
- d. List of all supplies and materials used, by each separate FEMA category of work.
- e. Includes both prime and subcontractors.

4. The Contractor must retain all records related to the Services for a minimum of three years after all City projects (not just this one) are completed. In lieu of this indefinite storage requirement, the Contractor may elect to provide an electronic copy of all records in a bona fide electronic documents management format which provides unalterable copies. This requirement applies to the Contractor and all subcontractor's project records. However, it is the responsibility of the Contractor to provide all of the records, both the Contractor and any subcontractor's records.

Contractor shall follow all of the requirements of 2 CFR § 200.321 and shall require and enforce similar compliance with all subcontractors."

Section 3. For the period July 1, 2019 through June 30, 2021, Exhibit A will continue to describe the full Scope of Services applicable to this Agreement.

Section 4. For the period July 1, 2019 through June 30, 2020, Exhibit B will be replaced with the attached Exhibit B-2.

Section 5. For the period July 30, 2020 through June 30, 2021, Exhibit B will be replaced with Exhibit B-3.

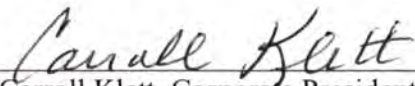
Section 6. Except as specifically amended by this Amendment No. 6, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 6 on the day and year first shown above.

CITY OF SOUTH EL MONTE

HUNTINGTON CULINARY, INC.
(LOWER TIER SUBRECIPIENT)

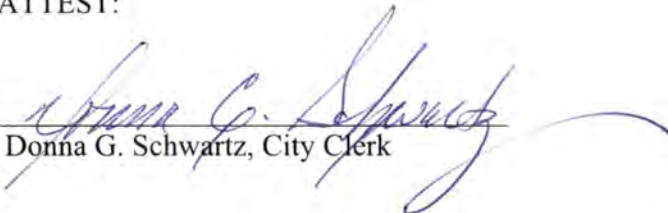
By: 
Rachel Barbosa,
City Manager

By: 
Carroll Klett, Corporate President

Date: 7/1/2020

Date: 07.07.2020

ATTEST:


Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

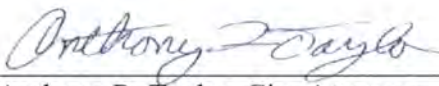

Anthony R. Taylor, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare Cost Effective and Quality Congregate and Homebound Meals for City Seniors.

MEAL PREPARATION

TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. Lower Tier Subrecipient shall be able to prepare daily (Monday through Friday) entrees for South El Monte Senior Residents, as well as being responsible for ensuring that daily food production is completed on time— 11:30 a.m. for congregated meals and 11:00 a.m. for homebound meals.
CI - Cost per meal.
CII - Cost per meal.
2. Lower Tier Subrecipient will also be responsible for procuring all items, not including bread products, milk coffee, tea, and condiments, which are necessary for food production.
3. Lower Tier Subrecipient is to ensure that food is prepared with consideration for sanitation and safety standards.

ADMINISTRATION OF STAFF

TASK 2: ADMINISTRATION OF FOOD PREPARATION STAFF

Lower Tier Subrecipient agrees

1. to comply with all Federal and State labor laws.
2. Lower Tier Subrecipient shall hire or appoint either a Part-Time Registered Dietitian or a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen.
3. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2019-2020

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 251,003.20
CII – Homebound Meal	4,986	\$5.90	\$ 21,004.00
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	48,382		\$272,007.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

EXHIBIT B-3
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 20-48

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 5 FOR THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. ("Lower Tier Subrecipient") entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program ("Original Agreement"); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement"; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement"; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement"; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the "Agreement"; and

WHEREAS, the City proposes to amend the Agreement to extend the term of the Agreement by one year until June 30, 2021 ("Amendment No. 5"); and

WHEREAS, per the proposed Amendment No. 5, the total for the Lower Tier Subaward is not to exceed \$235,654.20 for FY 20-21.

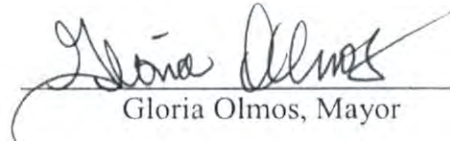
THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment No. 5, in the form attached to the agenda report accompanying this resolution, is hereby approved, extending the term of the Agreement until June 30, 2021. The Mayor is directed to execute Amendment No. 5.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 26th of May, 2020


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-48 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of May, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Rose Juarez, City Clerk

**AMENDMENT NO. 5 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Fifth Amendment ("Amendment No. 5") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of May 26, 2020 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1"). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement";
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement";
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement."
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 ("Amendment No. 4"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the "Agreement".
- F. The City and Lower Tier Subrecipient now desire to amend the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 ("Amendment No. 5").

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended until June 30, 2021.

Section 2. For the period July 1, 2020 through June 30, 2021, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed

and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2021.

Section 3. For the period July 1, 2020 through June 30, 2021, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

"B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$235,654.20 (the "Maximum Compensation"), effective through June 30, 2021."

Section 4. For the period July 1, 2020 through June 30, 2021, Exhibit A will be replaced with the attached Exhibit A-2.

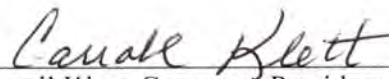
Section 5. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: 
Rachel Barbosa,
City Manager

By: 
Carroll Klett, Corporate President

Date: 6/2/2020

Date: 6/5/2020

ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:


Anthony R. Taylor, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 19-37

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
AMENDMENT NO. 4 FOR THE LOWER TIER SUBAWARD AGREEMENT
BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL
MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, the City proposes to amend the Lower Tier Subaward Agreement with
Huntington Culinary for the Elderly Nutrition Program to extend the term by one year; and

WHEREAS, per the proposed amendment, the total for the Lower Tier Subaward is not to
exceed \$235,654.20 for FY19-20; and

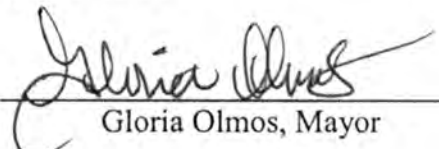
THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS
FOLLOWS:

SECTION 1: The above recitals, and each of them, are true and correct.

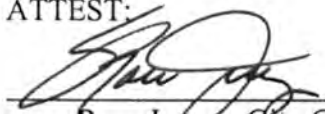
SECTION 2: The proposed Amendment, in the form attached to the agenda report
accompanying this resolution, is hereby approved.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 11th day of June 2019.


Gloria Olmos, Mayor

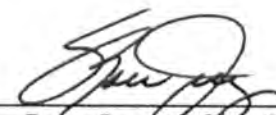
ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing
Resolution, being Resolution No. 19-37 was passed and approved by the City Council of the City
of South El Monte at a regular meeting of said Council held on the 11th day of June, 2019 and that
said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, (Mayor) Olmos
NOES: None
ABSENT: Retamoza
ABSTAIN: None


Rose Juarez, City Clerk

**AMENDMENT NO. 4 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Fourth Amendment ("Amendment No. 4") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of June 11, 2019 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No. 1");
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement".
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 ("Amendment No. 3"); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the "Agreement".

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended until June 30, 2020.

Section 2. For the period July 1, 2019 through June 30, 2020, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2020.

Section 3. For the period July 1, 2019 through June 30, 2020, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

"B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total

Lower Tier Subaward amount of \$235,654.20 (the "Maximum Compensation"), effective through June 30, 2020."

Section 4. For the period July 1, 2019 through June 30, 2020, Exhibit A will be replaced with the attached Exhibit A-2.

Section 5. Except as specifically amended by this Amendment No. 4, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 on the day and year first shown above.

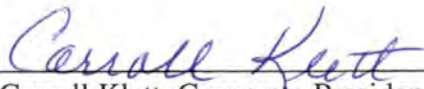
CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By:


Rachel Barbosa,
Interim City Manager

By:


Carroll Klett, Corporate President

Date:



Date:



ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:


Michael Estrada, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2019-2020

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 18-40

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AMENDMENT NO. 3 FOR THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF
SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, the City proposes to amend the Lower Tier Subaward Agreement with
Huntington Culinary for the Elderly Nutrition Program to extend the term by one year; and

WHEREAS, per the proposed amendment, the total for the Lower Tier Subaward is not
to exceed \$235,654.20 for FY18-19; and

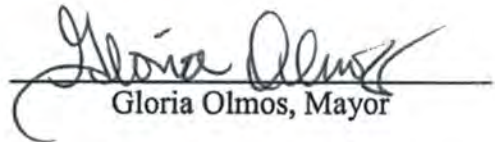
**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

SECTION 2: The proposed Amendment, in the form attached to the agenda report
accompanying this resolution, is hereby approved. The Mayor is directed to execute the
Amendment.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 8th day of May, 2018.


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 18-40 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of May, 2018 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk

**AMENDMENT NO. 3 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City" or "Subrecipient") and Huntington Culinary, Inc., a California corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of this May 8, 2018 ("Effective Date").

RECITALS

- A. On September 27, 2016, City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for City's Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No 1"); and
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the annual award amount from \$205,655.00 to \$235,654.20 for FY17-18 ("Amendment No. 2"). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the "Agreement."

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended to and including June 30, 2019.

Section 2. For the period July 1, 2018 through June 30, 2019, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward.

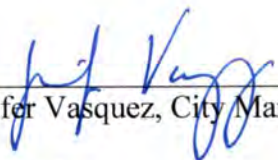
Section 3. For the period July 1, 2018 through June 30, 2019, Exhibit A will be replaced with the attached Exhibit A-2.

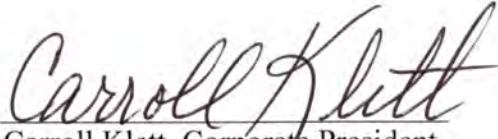
Section 4. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

City of South El Monte,
a California municipal corporation

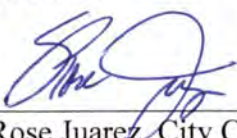
Lower Tier Subrecipient
Huntington Culinary, Inc. a California
corporation

By: 
Jennifer Vasquez, City Manager

By: 
Carroll Klett, Corporate President

Date: 6/13/18

Date: 6/29/18

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

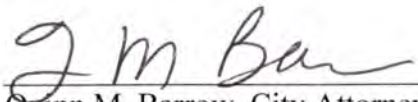

Quinn M. Barrow, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH
LOWER TIER SUBRECIPIENT FOR FY 2018-2019

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies purchased from different vendors by City.

RESOLUTION NO. 17-90

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AMENDMENT NO. 2 FOR THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY
OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, the proposed amendment would increase the total for the Lower Tier Subaward from \$205,655.00 to \$235,654.20 for FY17-18; and

WHEREAS, in the amendment, the total for the Lower Tier Subaward is not to exceed \$235,654.20 for FY17-18; and

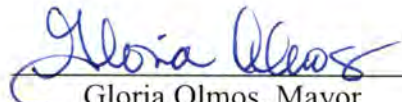
**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

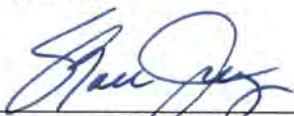
SECTION 2: The proposed Amendment, in the form attached to the agenda report accompanying this resolution, is hereby approved. The Mayor is directed to execute the Amendment.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 26th day of September, 2017.


Gloria Olmos, Mayor

ATTEST:


Rose Juárez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 17-90, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of September, 2017 and that said Resolution was adopted by the following vote:

AYES: Angel, Delgado, Garcia, Gonzales, (Mayor) Olmos
 NOES: None
 ABSENT: None
 ABSTAIN: None


Rose Juarez, City Clerk

**AMENDMENT NO. 2 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City or Subrecipient") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of this 26th day of September, 2017 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Original Agreement");
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 ("Amendment No 1"). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the "Agreement"; and
- C. The Parties now desire to amend the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. For the period July 1, 2017 and end June 30, 2018, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2018.

Section 2. For the period July 1, 2017 through June 30, 2018, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$235,654.20 (the "Maximum Compensation"), effective through June 30, 2018.

Section 3. For the period July 1, 2017 through June 30, 2018, Exhibit A will be replaced with the attached Exhibit A-1.

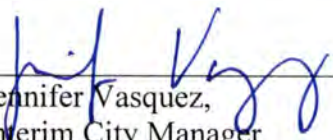
Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: 
Jennifer Vasquez,
Interim City Manager

By: 
Carroll Klett, Corporate President

Date: September 27, 2017

ATTEST: 
Rose Juarez, City Clerk

Date: 9/20/17

APPROVED AS TO FORM:

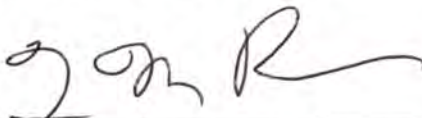

Quinn M. Barrow, City Attorney

EXHIBIT A-1
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT FOR FY 2017-2018

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

RESOLUTION NO. 17-46

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AMENDING THE LOWER TIER SUBAWARD AGREEMENT BETWEEN
HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR
THE ELDERLY NUTRITION PROGRAM

WHEREAS, the City approved the Lower Tier Subaward Agreement for FY 2016-17 with
up to three additional one year extensions; and

WHEREAS, in the proposed amendment would increase the total for the Lower Tier
Subaward from \$202,009.30 to \$232,009.30 for FY16-17; and

WHEREAS, the proposed amendment would extend the term of the Agreement by one
year, and decrease the total for the Lower Tier Subaward from \$232,009.30 to \$205,655.00 for
FY17-18; and

WHEREAS, in the amendment, the total for the Lower Tier Subaward is not to exceed
\$205,655.00 for FY17-18; and

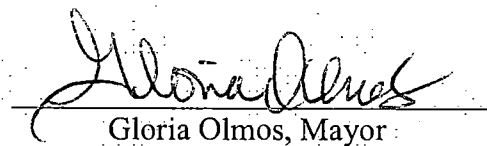
**THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1: The above recitals, and each of them, are true and correct.

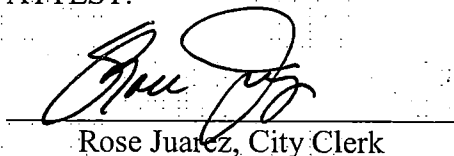
SECTION 2: The proposed Amendment, in the form attached to the agenda report
accompanying this resolution, is hereby approved. The Mayor is directed to execute the
Amendment.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 13th day of June, 2017.


Gloria Olmos, Mayor

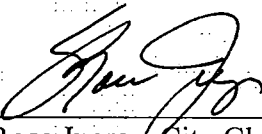
ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 17-46, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 13th day of June, 2017 and that said Resolution was adopted by the following vote:

AYES: Angel, Delgado, Garcia, Gonzales, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk

**AMENDMENT NO. 1 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Second Amendment ("Amendment No. 1") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City") and Huntington Culinary, Inc., a California Corporation ("Lower Tier Subrecipient") (collectively, the "Parties") is hereby entered into as of this 13th day of June, 2017 ("Effective Date").

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program ("Agreement");
- B. The Parties now desire to amend the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018.
- C. The Parties now desire to amend the Agreement to increase the award amount from \$202,009.30 to \$232,009.30 for FY16-17.
- D. The Parties now desire to amend the Agreement and decrease the current award amount from \$232,009.30 to \$205,655.00 for FY17-18.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Notwithstanding Section 4 of the Agreement, for the term of this Lower Tier Subaward ending June 30, 2017 Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$232,009.30 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2017.

Section 1. The term of this Lower Tier Subaward shall re-commence on July 1, 2017 and end June 30, 2018. Notwithstanding Section 4 of the Agreement, for that period Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$205,655.00 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2018.

Section 2. For the period July 1, 2017 through June 30, 2018, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$205,655.00 (the "Maximum Compensation"), effective through June 30, 2018.

Section 3. In this fiscal year, there are 250 serving days including holidays and special occasions. Special occasions will be served one day prior to holiday or as arranged.

Section 4. Lower Tier Subrecipient shall be paid for providing services set forth in the newly attached Exhibit A. Payment shall be made on a bi-weekly basis.

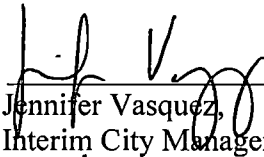
Section 5. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

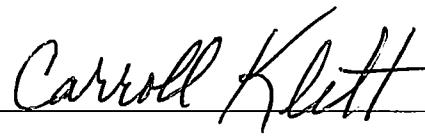
Section 6. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

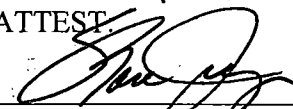
CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: 
Jennifer Vasquez,
Interim City Manager

By: 
Carroll Klett, Corporate President

Date: 6/28/17

ATTEST:

Rose Juarez, City Clerk

Date: 6/15/17

APPROVED AS TO FORM:

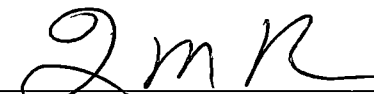

Quinn M. Barrow, City Attorney

EXHIBIT A
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT FOR FY 2017-2018

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	31,471	\$5.60	\$ 176,237.60
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$205,655.00

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.

LOWER TIER SUBAWARD AGREEMENT

This Lower Tier Subaward Agreement ("Lower Tier Subaward") is dated September 27, 2016 ("Effective Date") and is between the City of South El Monte, a California municipal corporation ("Subrecipient") and Huntington Culinary Inc., a California corporation ("Lower Tier Subrecipient"). Subrecipient and Lower Tier Subrecipient are sometimes referred to herein as the "Parties", and individually as a "Party".

This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP162010) with County of Los Angeles ("County") Community and Senior Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.

RECITALS

A. Subrecipient desires to utilize the culinary services of Lower Tier Subrecipient for its Elderly Nutrition Program.

B. Lower Tier Subrecipient represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Subrecipient desires to retain Lower Tier Subrecipient and Lower Tier Subrecipient desires to serve Subrecipient to perform these services in accordance with the terms and conditions of this Lower Tier Subaward.

The Parties therefore agree as follows:

SECTION 1. Lower Tier Subrecipient's Services

A. Scope of Services. Lower Tier Subrecipient shall perform the services described in the Scope of Services (the "Services"), attached as Exhibit A. Subrecipient may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Lower Tier Subaward.

B. Party Representatives. For the purposes of this Lower Tier Subaward, the Subrecipient Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "Subrecipient Representative"). For the purposes of this Lower Tier Subaward, the Lower Tier Subrecipient Representative shall be Carol Klett (the "Lower Tier Subrecipient Representative"). The Subrecipient Representative shall directly manage Lower Tier Subrecipient's Services under this Lower Tier Subaward. Lower Tier Subrecipient shall not change the Lower Tier Subrecipient Representative without Subrecipient's prior written consent.

C. Time for Performance. Lower Tier Subrecipient shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Subrecipient Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Lower Tier Subrecipient shall perform all Services under this Lower Tier Subaward in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Subrecipient.

E. Personnel. Lower Tier Subrecipient has, or will secure at its own expense, all personnel required to perform the Services required under this Lower Tier Subaward. All of the Services required under this Lower Tier Subaward shall be performed by Lower Tier Subrecipient or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Lower Tier Subrecipient shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Lower Tier Subrecipient shall obtain and maintain during the Lower Tier Subaward term all necessary licenses, permits and certificates required by law for the provision of Services under this Lower Tier Subaward, including a business license. Lower Tier Subrecipient must also obtain Hazard Analysis and Critical Control Points ("HACCP") Program Training within six months of Effective Date of this Lower Tier Subaward.

SECTION 2. Statement of Work and Schedule

Lower Tier Subrecipient shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as Exhibit B and by this reference incorporated herein. The rights and obligations of the parties to this Lower Tier Subaward shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

SECTION 3. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Lower Tier Subaward and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of Subrecipient shall be, unless otherwise stated in the Lower Tier Subaward:

Jennifer Vasquez, Interim City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
(626) 579-6540

B. The representative of Lower Tier Subrecipient of the Lower Tier Subaward shall be:

Caroll Klett, President
Huntington Culinary, Inc.
7071 Warner Avenue, Suite F-714
Huntington Beach, California 92647
(714) 374-1819

SECTION 4. Compensation to Lower Tier Subrecipient

A. Compensation. Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$202,009.30 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2017. The amount may be more in the event Subrecipient should order more meals than the Subaward calls for. Lower Tier Subrecipient shall be paid for providing services set forth in Exhibit B. Payment shall be made on a bi-weekly basis.

B. As full compensation for Lower Tier Subrecipient's Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.50 per CI Lunch Meal and \$5.80 per CII Homebound Meal and \$5.86 per CI Dinner Meal (the "Maximum Compensation"). Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$202,009.30, effective through June 30, 2017.

C. Expenses. The amount set forth above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Lower Tier Subaward.

D. Additional Services. Subrecipient shall not allow any claims for additional Services performed by Lower Tier Subrecipient, unless the City Council or the Subrecipient Representative, if applicable, and the Lower Tier Subrecipient Representative authorizes the additional Services in writing prior to Lower Tier Subrecipient's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or the Subrecipient Representative shall be compensated at the rates set forth in this Section 4, or, if not specified, at a rate mutually agreed to by the Parties. Subrecipient shall make payment for additional Services and expenses in accordance with this Section 4.

SECTION 5. Method of Payment

A. Invoices. Lower Tier Subrecipient shall submit to Subrecipient an invoice, on a weekly basis for the Services performed pursuant to this Lower Tier Subaward. Each invoice shall itemize the Services rendered during the billing period, including amount of meals served, hourly rates charged, if applicable, and the amount due. Subrecipient shall review each invoice and notify Lower Tier Subrecipient in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. Subrecipient shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the maximum compensation set forth in Section 4 above. Subrecipient shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Lower Tier Subrecipient.

SECTION 6. Term of Lower Tier Subaward

A. The term of this Lower Tier Subaward shall commence on July 1, 2016 and end June 30, 2017, provided that the term is subject to the provisions of Section 16 (Indemnity, Liability and Insurance Requirements) and Section 20 (Termination), and availability of federal funds through the Area Agency on Aging. The term may be extended for up to three additional periods of one year each, upon mutual agreement of the Parties on the Maximum Compensation (Section 4) for the extension period.

B. Lower Tier Subrecipient must submit a Food Service Specification document as set forth in Exhibit B every year fiscal year by March 1st.

C. In this fiscal year, there are 250 serving days including holidays and special occasions. Special occasions will be served one day prior to holiday or as arranged.

SECTION 7. Notices, Demands, and Communications

A. Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested and shall be deemed effective as the date of mailing.

B. Such notices, demands, or communications shall be addressed as set forth below:

1. For Subrecipient:

City of South El Monte
Jennifer Vasquez, Interim City Manager
1415 Santa Anita Avenue
South El Monte, California 91733

2. For Lower Tier Subrecipient:

Huntington Culinary, Inc.
Caroll Klett, President
7071 Warner Avenue, Suite F-714
Huntington Beach, California 92647

C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five working days of said change.

SECTION 8. Audit Records and Bonding

A. Lower Tier Subrecipient shall maintain financial records and reports related to funds received under this Lower Tier Subaward.

B. Lower Tier Subrecipient shall maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food and labor costs expended in the performance of this Lower Tier Subaward.

C. These records shall be subject to audit or inspection by duly authorized Subrecipient, County, state, or federal personnel.

D. Lower Tier Subrecipient shall maintain all books, records, and other documents relative to this Lower Tier Subaward for three years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and the County of Los Angeles Area Agency on Aging or five years if no audit has occurred.

E. Lower Tier Subrecipient shall provide to Subrecipient, on an annual fiscal year basis, a statement that Fidelity Insurance covers all persons handling funds received or disbursed by this Lower Tier Subaward.

F. Lower Tier Subrecipient shall provide, on an annual basis, an official copy of the Certified Public Accountant audit which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of Subaward funds. All records of Lower Tier Subrecipient bearing upon food purchases, storage, and food preparation directly related to said program under this Lower Tier Subaward shall be made available to Subrecipient upon request.

G. Lower Tier Subrecipient shall furnish reports as required by Subrecipient, County of Los Angeles County Area Agency on Aging ("Area Agency on Aging"), California Department of Aging, and United States Administration on Aging.

H. Lower Tier Subrecipient shall use standardized recipes which meet HACCP requirements and which shall be available to Subrecipient and Los Angeles County Area Agency on Aging for review.

I. Lower Tier Subrecipient shall supply raw food and labor costs to Subrecipient as needed.

J. Lower Tier Subrecipient shall permit periodic monitoring of Subawarded activities by Subrecipient, Centralized Dietary Services, County, state, or federal personnel.

SECTION 9. Amendments to Lower Tier Subaward

Any changes in the terms of this Lower Tier Subaward, including changes in the scope of services to be performed by Lower Tier Subrecipient and any increase or decrease in amount of compensation which are agreed to by Subrecipient and Lower Tier Subrecipient, shall be incorporated into this Lower Tier Subaward by a written amendment properly executed by both parties. Prior written approval shall be received from the Area Agency on Aging.

SECTION 10. Permit and Licenses

Lower Tier Subrecipient shall hold valid permits, licenses, certificates, and other documents as are required by the state, County, Subrecipient, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Lower Tier Subaward such as but not limited to, Public Health License, Los Angeles County Inspection Reports, Annual Fire Inspection Certificates, HACCP Certificate, and other documents for County's approval. Lower Tier Subrecipient shall notify Subrecipient of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents which may be cause for termination of this Lower Tier Subaward.

SECTION 11. Conflict of Interest

A. Lower Tier Subrecipient, during the period to be covered by this Lower Tier Subaward, shall have no interest, direct or indirect, with respect to Subrecipient which would create a conflict of interest.

B. No member, officer, or employee of Subrecipient and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to Subrecipient during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Lower Tier Subaward or the proceeds thereof.

C. Lower Tier Subrecipient warrants that no person has been employed to solicit or secure this Lower Tier Subaward upon any Lower Tier Subaward for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give Subrecipient the right to terminate this Lower Tier Subaward, or, at the discretion of Subrecipient, to deduct from Lower Tier Subrecipient's fees the amount of such commission, percentage, brokerage, or contingent fee.

SECTION 12. Independent Contractor Status of Lower Tier Subrecipient

The Parties agree that the performance of Lower Tier Subrecipient's services hereunder shall be in the capacity of an independent contractor and that no employees of Lower Tier Subrecipient have been, are, or shall be employees of Subrecipient or County by virtue of this Lower Tier Subaward, and Lower Tier Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Lower Tier Subaward.

SECTION 13. Assignment or Transfer of Interest

Lower Tier Subrecipient shall not assign or transfer any interest in this Lower Tier Subaward, except that claims for monies due or to become due from Subrecipient under this Lower Tier Subaward may be assigned to a bank, trust company, or other financial institution.

SECTION 14. Applicable Sections of Lower Tier Subaward between the County of Los Angeles and Subrecipient

Subrecipient and Lower Tier Subrecipient agree that all conditions set forth in the Lower Tier Subaward between the County and Subrecipient, as applicable in the performance of this

Lower Tier Subaward, are hereby included herein by reference as though set forth herein in full. Also referenced in this Lower Tier Subaward is the County Subaward with Subrecipient, in which Lower Tier Subrecipient will ensure compliance with Sections 5.5.4, 7.6, 8.6, 8.24.9, 8.38, 9.17 and 9.18.

SECTION 15. Discrimination Prohibited

A. Lower Tier Subrecipient shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this Lower Tier Subaward, and hereby agrees to comply with all federal, state, and County laws or regulations pertaining hereto, including the Americans with Disabilities Act and applicable Civil Rights Acts.

B. It is expressly understood that upon receipt of evidence of such discrimination, Subrecipient shall have the right to terminate this Lower Tier Subaward.

C. Affirmative Action. A written affirmative action plan by Lower Tier Subrecipient, embodying both (1) goals and timetables of minority manpower utilization and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps is to be included.

SECTION 16. Indemnity, Liability, and Insurance Requirements

A. The Parties agree that Subrecipient and the County, their elected and appointed officers, employees and assigns (collectively, "Indemnitees") should, to the extent permitted by law, be fully protected from any claims, liabilities, losses, expenses, suits, actions and causes of actions, fines, penalties, taxes, damages, or any other cost arising out of or in any way related to the performance of the Services pursuant to this Lower Tier Subaward. Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to Indemnitees. Lower Tier Subrecipient acknowledges that Subrecipient would not enter into this Lower Tier Subaward in the absence of Lower Tier Subrecipient's commitment to indemnify and protect Indemnitees as set forth herein.

B. Lower Tier Subrecipient agrees to indemnify and defend the Indemnitees against all claims, liabilities, losses, expenses, suits, actions and causes of actions, fines, penalties, taxes or damages (collectively, the "Liabilities") where such Liabilities arise out of or result, in whole or in part, from: (i) the negligent acts or omissions or the willful or intentional misconduct of Lower Tier Subrecipient or its employees, subcontractors or agents, in the course of providing the Services; (ii) Lower Tier Subrecipient's breach of the terms of this Lower Tier Subaward; (iii) any claim that any of the Services or materials otherwise provided by Lower Tier Subrecipient infringes or misappropriates a copyright, patent, trade secret, trademark or any other proprietary right of a third party; (iv) any acts for which Lower Tier Subrecipient or Subrecipient could be strictly liable if performed by Subrecipient; or (v) quality of Lower Tier Subrecipient's work performed. Lower Tier Subrecipient shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Lower Tier Subrecipient shall reimburse the

Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

C. Lower Tier Subrecipient shall pay all required taxes on amounts paid to Subrecipient under this Lower Tier Subaward, and indemnify and hold Subrecipient harmless from any and all taxes, assessments, penalties, and interest asserted against Subrecipient by reason of the independent Subrecipient relationship created by this Lower Tier Subaward. Lower Tier Subrecipient shall fully comply with the Workers' Compensation Law governing Lower Tier Subrecipient and Lower Tier Subrecipient's employees. Lower Tier Subrecipient shall indemnify and hold Subrecipient harmless from any failure of Lower Tier Subrecipient to comply with applicable Workers' Compensation Law. Subrecipient may offset against the amount of any fees due to Lower Tier Subrecipient under this Lower Tier Subaward any amount due to Subrecipient from Lower Tier Subrecipient as a result of Lower Tier Subrecipient's failure to promptly pay to Subrecipient any reimbursement or indemnification arising under this Subparagraph C.

1. Workers' Compensation Acts not Limiting. Lower Tier Subrecipient's obligations under this Section 16, or any other provision of this Lower Tier Subaward, shall not be limited by the provisions of the Workers' Compensation Law or any related laws. Lower Tier Subrecipient expressly waives its statutory immunity under such statutes or laws as to Subrecipient, its officers, agents, employees and volunteers.

2. Insurance Requirements not Limiting. Subrecipient does not, and shall not, waive any rights that it may possess against Lower Tier Subrecipient because of the acceptance by Subrecipient, or the deposit with Subrecipient, of any insurance policy or certificate required pursuant to this Lower Tier Subaward. The hold harmless and indemnification provisions in this Section 16 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, taxes, assessments, penalties or interests asserted against Subrecipient.

3. Survival of Terms. The indemnification in this Section 16 shall survive the expiration or termination of this Lower Tier Subaward.

D. Insurance Requirements. Throughout the term of this Lower Tier Subaward, Lower Tier Subrecipient shall at its own expense maintain the following types of insurance coverage. Such coverage shall be maintained until receipt of final payment under the terms of this Lower Tier Subaward. Failure on the part of Lower Tier Subrecipient to procure or maintain required insurance shall constitute a material breach of Lower Tier Subaward, and Subrecipient may immediately terminate or suspend this Lower Tier Subaward.

1. Commercial General Liability Insurance including bodily injury, property damage, personal injury, advertising injury and products/completed operations, with a limit of not less than \$1,000,000.

2. Automobile Liability with a combined single limit of \$1,000,000.

3. Workers' Compensation and Employer's Liability Insurance covering all Lower Tier Subrecipient's personnel performing the Services pursuant to this Lower Tier

Subaward. Workers' Compensation insurance will be in accordance with the Workers' Compensation Law of the jurisdiction where the work is performed. Employer's Liability shall be provided with limits of not less than \$500,000 each accident, \$500,000 each disease, and \$1,000,000 disease policy limit.

4. Umbrella/Excess Liability Insurance to follow-form the terms and conditions set forth under subparagraph D.1 of this Section 16, with a limit of liability not less than \$5,000,000 each occurrence and annual aggregate.

E. Evidence of Insurance. Prior to the performance of Services under this Lower Tier Subaward, Lower Tier Subrecipient shall furnish Subrecipient's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 16. The endorsements are subject to Subrecipient's approval. Lower Tier Subrecipient may provide complete, certified copies of all required insurance policies to Subrecipient. Lower Tier Subrecipient shall maintain current endorsements on file with Subrecipient's Risk Manager. Lower Tier Subrecipient shall provide proof to Subrecipient's Risk Manager that insurance policies expiring during the term of this Lower Tier Subaward have been renewed or replaced with other policies providing at least the same coverage. Lower Tier Subrecipient shall furnish such proof at least two weeks prior to the expiration of the coverages.

F. New or Additional Meal Locations. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.

G. Acceptability of Insurers. The insurance policies required under this Section 16 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 16.

H. Primary and Non-Contributing. The insurance policies required under this Section 16 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Subrecipient. Any insurance or self-insurance maintained by Subrecipient, its officers, employees, agents or volunteers, shall be in excess of Subrecipient's insurance and shall not contribute with it.

I. Subrecipient's Waiver of Subrogation. The insurance policies required under this Section 16 shall not prohibit Lower Tier Subrecipient and Lower Tier Subrecipient's employees, agents or Lower Tier Subrecipients from waiving the right of subrogation prior to a loss. Lower Tier Subrecipient hereby waives all rights of subrogation against Subrecipient.

J. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Subrecipient. At Subrecipient's option, Lower Tier Subrecipient shall either reduce or eliminate the deductibles or self-insured retentions with respect to Subrecipient, or Lower Tier Subrecipient shall procure a bond guaranteeing payment of losses and expenses.

K. Cancellations or Modifications to Coverage. Lower Tier Subrecipient shall not cancel, reduce or otherwise modify the insurance policies required by this Section 16 during the term of this Lower Tier Subaward. The insurance policies required under this Lower Tier Subaward shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Subrecipient. If any insurance policy required under this Section 16 is canceled or reduced in coverage or limits, Subrecipient shall, within two business days of notice from the insurer, phone, fax or notify Subrecipient via certified mail, return receipt requested, of the cancellation of or changes to the policy.

L. Subrecipient Remedy for Noncompliance. If Lower Tier Subrecipient does not maintain the policies of insurance required under this Section 16 in full force and effect during the term of this Lower Tier Subaward, or in the event any of Lower Tier Subrecipient's policies do not comply with the requirements under this Section 16, Subrecipient may either immediately terminate this Lower Tier Subaward or, if insurance is available at a reasonable cost, Subrecipient may, but has no duty to, take out the necessary insurance and pay, at Lower Tier Subrecipient's expense, the premium thereon. Lower Tier Subrecipient shall promptly reimburse Subrecipient for any premium paid by Subrecipient or Subrecipient may withhold amounts sufficient to pay the premiums from payments due to Lower Tier Subrecipient.

M. Indemnity Requirements not Limiting. Procurement of insurance by Lower Tier Subrecipient shall not be construed as a limitation of Lower Tier Subrecipient's liability or as full performance of Lower Tier Subrecipient's duty to indemnify Subrecipient under Section 16 of this Lower Tier Subaward.

N. Lower Tier Subrecipient Insurance Requirements. Lower Tier Subrecipient shall require each of its Lower Tier Subrecipients that perform Services under this Lower Tier Subaward to maintain insurance coverage that meets all of the requirements of this Section 16.

O. Notice of Claims. Lower Tier Subrecipient shall promptly notify Subrecipient in writing of any claims against Lower Tier Subrecipient or Subrecipient and, in the event of a suit being filed, Lower Tier Subrecipient shall promptly forward to the Subrecipient all papers in connection therewith. Subrecipient shall not incur any expenses or make any settlement without Lower Tier Subrecipient's consent. However, if Lower Tier Subrecipient refuses or neglects to defend any such suit, Subrecipient may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to Lower Tier Subrecipient.

P. Additional Insured. Subrecipient and County of Los Angeles shall be named as additional insured on all policies or certificates.

Q. Cancellation Notice. Thirty-day Notice of Cancellation shall be mailed to the Subrecipient and County of Los Angeles Area Agency on Aging at 3175 West 6th Street, Suite 414, Los Angeles, California 90020.

SECTION 17. Compliance with Statutes and Regulations

A. In the performance of this Lower Tier Subaward, Lower Tier Subrecipient shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes and provisions of the County of Los Angeles, the City of South El Monte, and the Area Agency on Aging.

B. Lower Tier Subrecipient shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance ("RDA").

C. Lower Tier Subrecipient shall comply with the California Uniform Retail Food Facilities Law ("CURFFL"), the HACCP requirements, and AAA/CNS Policy and Procedures for Senior Nutrition Sites.

SECTION 18. Federal, State and Local Taxes

Federal, state, and local taxes shall be the responsibility of Lower Tier Subrecipient as an independent Subrecipient and not as a Subrecipient employee.

SECTION 19. Termination

This Lower Tier Subaward may be terminated by Subrecipient at any time and without cause within the period of its duration upon not less than 30 days' written notice by Subrecipient to Lower Tier Subrecipient or immediately for cause. Lower Tier Subrecipient may terminate this Lower Tier Subaward upon not less than 30 days' written notice to Subrecipient. Notice shall be as provided in Section 7 herein.

In addition, the Lower Tier Subaward may be terminated because of lack of funds, repeated citations by the Area Agency on Aging, and failure to make corrective actions required by the Area Agency on Aging. In the event funds to finance this Subaward, or part of this Subaward, become unavailable, the obligations of each Party hereunder may be terminated upon no less than ten days written notice to the other Party. Said notice shall be the final authority as to the availability of federal or state funds. Waivers of breach of any provision of this Lower Tier Subaward shall not be constructed to be a modification of the terms of this Lower Tier Subaward.

SECTION 20. Negotiation of Disputes

Any disputes of law or fact between Subrecipient and Lower Tier Subrecipient shall be settled between the Parties concerned in such a manner that it will not delay or adversely affect the performance of Subrecipient. Should any question still remain unresolved, the dispute will be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon Subrecipient and Lower Tier Subrecipient.

SECTION 21. Prior Approval of Lower Tier Subawards

Lower Tier Subrecipient shall not enter into any Lower Tier Subawards, for all or part of the services contemplated under this Lower Tier Subaward without obtaining prior written approval of Subrecipient and the Area Agency on Aging which shall then be made a part of the original Lower Tier Subaward. No Lower Tier Subrecipients shall be approved which would incur an obligation higher than the original agreed upon price.

SECTION 22. Fair Labor Standards Compliance

Lower Tier Subrecipient agrees to indemnify, defend, and hold harmless the County of Los Angeles and Subrecipient, its agent, officers, and employees from any and all liability including, but not limited to, wages, overtime party, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Lower Tier Subrecipient's employees for which Subrecipient or County may be found jointly or solely liable.

SECTION 23. Citizenship Laws

Lower Tier Subrecipient and Subrecipient warrants their full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigrations Reform & Control Act of 1986. Lower Tier Subrecipient and Subrecipient shall obtain, from all covered employees services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Lower Tier Subrecipient and Subrecipient shall retain such documentation for all covered employees for the period prescribed by law. Lower Tier Subrecipient and Subrecipient shall indemnify, defend and hold harmless the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Lower Tier Subrecipient and Subrecipient of County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Lower Tier Subaward.

SECTION 24. Lower Tier Subrecipient Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the Area Agency on Aging Policies and Procedures and Subawards Management Manual, Lower Tier Subrecipient shall comply with the following requirements:

A. Lower Tier Subrecipient shall hire (1) a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelors degree and/or Masters Degree in Nutrition/Dietetic with an institutional foodservice management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen, or (2) a qualified Food Service Manager who possess a B.S. degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two years professional experience as a food service

supervisor; no less than six years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements.

B. Lower Tier Subrecipient must submit, to Subrecipient, the registration I.D. number and expiration date of Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's AAA approval.

C. County may, at its sole discretion, waive this requirement or for repeated deficiencies of noncompliance, require Lower Tier Subrecipient to fill both positions, and/or to expand the required positions to full time positions.

SECTION 25. Date of Execution

The Parties hereto agree that the first party to execute this Lower Tier Subaward shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Lower Tier Subaward is made, provided, however, that the term shall be for the period set forth in Section 6 herein.

SECTION 26. Information and Documents

A. Lower Tier Subrecipient covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Lower Tier Subrecipient or provided for performance of this Lower Tier Subaward are deemed confidential and shall not be disclosed or released by Lower Tier Subrecipient without prior written authorization by Subrecipient. Subrecipient shall grant such authorization if applicable law requires disclosure. Lower Tier Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Lower Tier Subaward or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Lower Tier Subrecipient gives Subrecipient notice of such court order or subpoena.

B. Lower Tier Subrecipient shall promptly notify Subrecipient should Subrecipient, its officers, employees, agents or Lower Tier Subrecipients be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Lower Tier Subaward and the work performed thereunder or with respect to any project or property located within the City. Subrecipient may, but has no obligation to, represent Lower Tier Subrecipient or be present at any deposition, hearing or similar proceeding. Lower Tier Subrecipient agrees to cooperate fully with Subrecipient and to provide Subrecipient with the opportunity to review any response to discovery requests provided by Lower Tier Subrecipient. However, the Subrecipient's right to review any such response does not imply or mean the right by Subrecipient to control, direct or rewrite the response.

C. All Data required to be furnished to Subrecipient in connection with this Lower Tier Subaward shall become Subrecipient's property, and Subrecipient may use all or any portion of the Data submitted by Lower Tier Subrecipient as Subrecipient deems appropriate.

Upon completion of, or in the event of termination or suspension of this Lower Tier Subaward, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Subrecipient's sole property and may be used, reused or otherwise disposed of by Subrecipient without Lower Tier Subrecipient's permission. Lower Tier Subrecipient may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Lower Tier Subrecipient.

D. Lower Tier Subrecipient's covenants under this Section 26 shall survive the expiration or termination of this Lower Tier Subaward.

SECTION 27. Mutual Cooperation

A. Subrecipient's Cooperation. Subrecipient shall provide Lower Tier Subrecipient with all pertinent Data, documents and other requested information as is reasonably available for Lower Tier Subrecipient's proper performance of the Services required under this Lower Tier Subaward.

B. Lower Tier Subrecipient's Cooperation. In the event any claim or action is brought against the Subrecipient relating to Lower Tier Subrecipient's performance of Services rendered under this Lower Tier Subaward, Lower Tier Subrecipient shall render any reasonable assistance that Subrecipient requires.

SECTION 28. Records and Inspections

Lower Tier Subrecipient shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Subrecipient that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Lower Tier Subrecipient shall provide free access to Subrecipient, its designees and representatives at reasonable times, and shall allow Subrecipient to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Lower Tier Subaward. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

SECTION 29. Non-Discrimination and Equal Employment Opportunity

In the performance of this Lower Tier Subaward, Subrecipient shall not discriminate against any employee, Lower Tier Subrecipient or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Subrecipient will take affirmative action to ensure that Lower Tier Subrecipients and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

SECTION 30. Entire Lower Tier Subaward and Modification of Lower Tier Subaward

This Lower Tier Subaward and all exhibits referred to in this Lower Tier Subaward constitute the final, complete and exclusive statement of the terms of the Lower Tier Subaward between the Parties pertaining to the subject matter of this Lower Tier Subaward and supersede all other prior or contemporaneous oral or written understandings and Lower Tier Subawards of the Parties. No Party has been induced to enter into this Lower Tier Subaward by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Lower Tier Subaward. This Lower Tier Subaward may be modified only by a writing signed by both Parties.

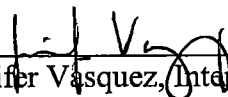
SECTION 31. Corporate Authority

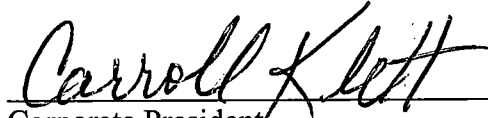
The persons executing this Lower Tier Subaward on behalf of the Parties warrant that they are duly authorized to execute this Lower Tier Subaward on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Lower Tier Subaward.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives are signing this Lower Tier Subaward on the date stated in the introductory clause.

City of South El Monte ("Subrecipient")

Huntington Culinary, Inc. ("Lower Tier Subrecipient")

By: 
Jennifer Vasquez, Interim City
Manager

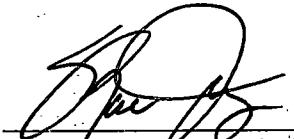
By: 
Carroll Klett
Corporate President

Date: 9/28/16

150-410-4039
Social Security Number

ATTEST:

002021
City Business License


Rose Juarez, City Clerk

3-31-2017
Expiration Date

Date: 10-5-2016

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare Cost Effective and Quality Congregate and Homebound Meals for City Seniors.

MEAL PREPARATION

TASK 1: MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. Lower Tier Subrecipient shall be able to prepare daily (Monday through Friday) entrees for South El Monte Senior Residents, as well as being responsible for ensuring that daily food production is completed on time—11:30 a.m. for congregated meals and 11:00 a.m. for homebound meals.

CI – Cost per meal.

CII – Cost per meal.

2. Lower Tier Subrecipient will also be responsible for procuring all items, not including bread products, milk coffee, tea, and condiments, which are necessary for food production.
3. Lower Tier Subrecipient is to ensure that food is prepared with consideration for sanitation and safety standards.

ADMINISTRATION OF STAFF

TASK 2: ADMINISTRATION OF FOOD PREPARATION STAFF

1. Lower Tier Subrecipient agrees to comply with all Federal and State labor laws.
2. Lower Tier Subrecipient shall hire or appoint either a Part-Time Registered Dietitian or a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen.
3. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B

**FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY16-17**

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	31,471	\$5.50	\$ 173,090.50
CII – Homebound Meal	4,986	\$5.80	\$ 28,918.40
CI – Dinner	0	\$5.86	\$ 0.00
TOTAL	36,457		\$202,009.30



City Council Agenda Report

**Agenda
Item No.
7.h.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Diana Lopez, Human Resources/Risk Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-40,
APPROVING FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT WITH COMMUNITY
DEVELOPMENT DIRECTOR

SUMMARY: Approve the attached resolution amending employment agreement for Community Development Director, Colby Cataldi.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-40, authorizing the Mayor to execute the first amendment to employment agreement with Mr. Cataldi

FISCAL IMPACT: There are sufficient funds in the proposed Fiscal Year 2020-2021 budget to pay the increased salary addressed in the amended Agreement. For the services rendered pursuant to the amended Agreement, employee's base annual compensation shall be One Hundred Forty-Five Thousand Eight Hundred Sixty Dollars (\$145,860), pro-rated as of the date of amendment, which is June 1, 2021. The amendment also includes a 5% of base salary one-time retention bonus of \$7,293, which will be paid out in installments over the next 12 months.

DISCUSSION: According to the Community Development Director Agreement, the City Manager may, at his/her discretion, review and evaluate the performance of Employee annually.

The City Manager has requested an early step increase for Mr. Cataldi, which requires City Council approval. On May 25, 2021, the City Council approved a salary increase for him.

There is also a one-time retention bonus of 5% of the base salary, which amounts to \$7,293. This amount will be paid in three installments over the next 12-month period.

Mr. Cataldi accepts these employment terms from the City and agrees to the terms and conditions as indicated in the First Amendment to the Community Development Director Employment Agreement.

ATTACHMENTS:

[Attachment A - Resolution No. 21-40](#)

[Attachment B - First Amendment to the Community Development Director Employment Agreement](#)

ATTACHMENT A

RESOLUTION NO. 21-40

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY AND COLBY CATALDI AS COMMUNITY
DEVELOPMENT DIRECTOR

WHEREAS, on September 29, 2020, the City Council of the City (the “City Council”) entered into the City of South El Monte Community Development Director Employment Agreement (the “Agreement”); and

WHEREAS, Section 5.1 of the Agreement provides that the “City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. [;]” and

WHEREAS, Section 9.2 of the Agreement provides that it “may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]” and

WHEREAS, the City Manager recently requested a salary increase of Employee and desires to provide to Employee the salary adjustment referenced in the City’s Salary Schedule, effective June 1, 2021; and

WHEREAS, the City Manager also is providing a one-time retention bonus equal to 5% of the salary of the Community Development Director, to be paid in installments within the 12-month period after June 1, 2021; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council hereby approves the Community Development Director’s annual salary as \$145,860 effective June 1, 2021, a one-time retention bonus in the amount of 5% of the base salary, or \$7,293, and the benefits paid to the Community Development Director are as set forth in said Agreement. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

SECTION 3. The Mayor is hereby authorized to execute the amended Agreement on behalf of the City.

SECTION 4. This resolution shall be effective immediately upon its adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 21-40 was duly passed and approved by the City Council at a regular meeting of said Council held on the 22nd day of June, 2021 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**FIRST AMENDMENT TO CITY OF SOUTH EL MONTE
COMMUNITY DEVELOPMENT DIRECTOR
EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY OF SOUTH EL MONTE COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT (the “First Amendment”) is made and entered into June 22, 2021, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (the “City”) and COLBY CATALDI, an individual (“Employee”).

RECITALS

WHEREAS, on September 29, 2020, the City Council of the City (the “City Council”) and Employee entered into the City of South El Monte Community Development Director Employment Agreement (the “Agreement”); and

WHEREAS, Section 2.1 of the Agreement inadvertently indicates an incorrect salary amount and the City desires to amend this section to provide the correct salary amount; and

WHEREAS, Section 5.2 of the Agreement provides that the “City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date”; and

WHEREAS, Section 9.2 of the Agreement provides that it “may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval”; and

WHEREAS, the Employee recently requested a salary increase and the City Manager desires to provide to Employee the salary adjustment referenced in the City’s Salary Schedule, effective June 1, 2021; and

WHEREAS, the City Manager also desires to provide to Employee the salary adjustment referenced here, effective as follows: an additional 5% retention bonus from Employee’s annual salary that is to be paid over the next 12 months; 25% of that bonus will be provided, effective immediately; another 25% at 6 months from June 1, 2021; and 50% at 12 months from June 1, 2021; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is amended to read, in its entirety, as follows (additions shown in ***bold italics*** and deletions shown in strikethrough):

“2.1 Compensation. For the services rendered pursuant to this Agreement,

Employee's base compensation shall be ~~Twelve Thousand Five Hundred and Fifty Dollars~~ **Eleven Thousand Five Hundred Seventy-Six Dollars** (\$11,576.00) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

Effective June 1, 2021, Employee's base compensation shall be Twelve Thousand One Hundred Fifty-Five Dollars (\$12,155.00) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs."

SECTION 3. Section 2.3 of the Agreement is added to read, in its entirety, as follows:

"2.3 Retention Bonus. Effective June 1, 2021, Employee shall be paid an additional five percent (5%) of Employee's annual Salary as a one-time retention bonus ("Retention Bonus"). The Retention Bonus shall be paid within the 12-month period after June 1, 2021 as follows:

- ***25% of the Retention Bonus will be paid effective immediately;***
- ***25% of the Retention Bonus will be paid six (6) months from June 1, 2021, on December 1, 2021; and***
- ***50% of the Retention Bonus will be paid twelve (12) months from June 1, 2021, on June 1, 2022.***

SECTION 4. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Employee by City as and for his employment as Community Development Director shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the CITY OF SOUTH EL MONTE has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, both in duplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SOUTH EL MONTE

ATTEST:

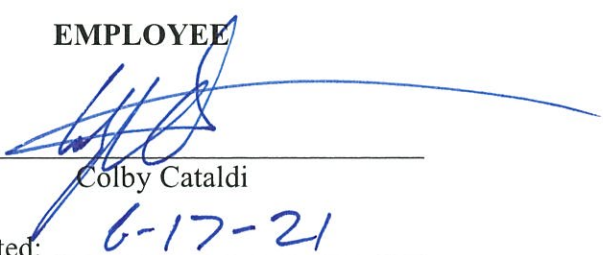
Gloria Olmos, Mayor

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE



Colby Cataldi

Dated: 6-17-21

[END OF SIGNATURES]



City Council Agenda Report

**Agenda
Item No.
8.a.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF ORDINANCE
NO. 1253, ADDING CHAPTER 13.14 "ORGANIC WASTE
DISPOSAL REDUCTION" TO TITLE 13 "PUBLIC
SERVICES" OF THE CITY OF SOUTH EL MONTE
MUNICIPAL CODE

SUMMARY: The California Integrated Waste Management Act of 1989 (the "Act") established a solid waste management process that requires local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdictions and to maximize reuse and recycling. Several times over the past decade, the California Legislature has amended and added provisions to the Act. For example, AB 1826 and SB 1383 amended the Act to include provisions regarding organic waste recycling, and AB 341 amended the Act to, among other things, require commercial waste generators to arrange for recycling services. The City's current Municipal Code provisions concerning solid waste management, most of which have not been updated since 1994, are out of date and lack many of the provisions required by the Act and recent legislation.

RECOMMENDATION: Staff recommends City Council waive first reading and introduce Ordinance No. 1253, adding Chapter 13.14 "Organic Waste Disposal Reduction" to Title 13 "Public Services" of the City of South El Monte Municipal Code.

FISCAL IMPACT: Adoption of the proposed ordinance will not have a fiscal impact on the Fiscal Year 2021-2022 City Budget.

DISCUSSION: SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. The City's solid waste-related ordinance was last

amended in 1994 and does not include the provisions necessary to comply with current State regulations. The proposed ordinance is intended to update the Municipal Code and reflect changes in the law, including those mandated by SB 1383. This proposed ordinance contains the necessary provisions and enforcement mechanisms to ensure that residents and property owners, as well as the City's franchisee, comply with the state law requirements concerning solid waste and recycling.

Some of the specific provisions of the proposed ordinance include:

- A requirement that all premises within the City obtain solid waste handling services from the City's solid waste franchisee.
- That the person in charge of a premises ensure that garbage, recyclable material, and organic material is deposited into the correct containers.
- Requirements concerning the recycling of recyclable materials and organic materials in accordance with current law.
- A requirement that all commercial premises make arrangements with the City solid waste franchisee for organic material recycling services.
- A requirement that commercial edible food generators arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption.
- Enforcement provisions that authorize the City to enforce violations of the solid waste ordinance in accordance with the code enforcement provisions of the municipal code. The ordinance authorizes the City Council to establish fines and penalties by resolution, and provides for the recovery of attorney's fees in any action brought to enforce a violation of the ordinance.

SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years. As this new and entirely untested waste management structure is implemented, it is expected that the City may need to revisit this ordinance and amend in the future.

ATTACHMENTS:

[Attachment A - Ordinance No. 1253](#)

ATTACHMENT A

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ADDING CHAPTER 13.14 TO TITLE 13 (“PUBLIC SERVICES”) OF THE SOUTH EL MONTE MUNICIPAL CODE IN ORDER TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING; EXEMPTION THEREFOR FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment,

Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program.

Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program.

SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets, and

The SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, an

This Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

On June 22, 2021, the City Council held a duly noticed public hearing on the Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. The Ordinance is consistent with the City's General Plan, South El Monte Municipal and Zoning Code, and applicable Federal and State law.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 5. The Ordinance is hereby adopted by the addition of a new Chapter 13.14, "" in Title 13 of the South El Monte Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 6. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 7. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

SECTION 8. This Ordinance shall take effect 30 days after its adoption.

SECTION 9. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of South El Monte.

PASSED, APPROVED AND ADOPTED ____ day of ____ 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1253, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of ____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

EXHIBIT A

Chapter 13.14 – ORGANIC WASTE DISPOSAL REDUCTION

13.14.010 - Purpose and findings.

The City finds and declares:

- A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.
- C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.
- D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement

relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

13.14.020 – Title of ordinance.

This chapter shall be entitled “Organic Waste Disposal Reduction”.

13.14.030 – Definitions.

- A. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- B. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.
- C. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR). If any Section of the CCR cited in this ordinance is later amended or changed, this ordinance shall be construed so as to reference the applicable section of the CCR.
- D. “City” means the City of South El Monte, a California municipal corporation.
- E. “City Enforcement Official” means the city manager or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- F. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- G. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- H. “Compliance Review” means a review of records by a City to determine compliance with this ordinance.

- I. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- J. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- K. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- L. “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- M. “C&D” means construction and demolition debris.
- N. “Designee” means an entity that a City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- O. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- P. “Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- Q. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or

accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

- R. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- S. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- T. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- U. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - 1. A food bank as defined in Section 113783 of the Health and Safety Code;
 - 2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - 3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- V. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible

Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- W. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- X. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- Y. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- Z. “Food Waste” means Food Scraps, and Food-Soiled Paper.
- AA. “Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid.
- BB. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
- CC. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- DD. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- EE. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- FF. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate

of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

- GG. “Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- HH. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- II. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- JJ. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- KK. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

- LL. “MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7, which is incorporated into the South El Monte Municipal Code at Chapter 17.25..
- MM. “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- NN. “Non-Local Entity” means entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42), including special districts located within the boundaries of the City..
- OO. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- PP. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- QQ. “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- RR. “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- SS. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- TT. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- UU. “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable

Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

- VV. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- WW. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- XX. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- YY. “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.
- ZZ. “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- AAA. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- BBB. “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- CCC. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- DDD. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

- EEE. “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- FFF. “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- GGG. “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
 2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- HHH. “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of

collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.

- III. “Source Separated Blue Container Organic Waste” means Source Separated Organic Waste that can be placed in a Blue Container that (i) is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7), and (ii) excludes any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.
- JJJ. “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste; Non-Compostable Paper; Paper Products; Printing and Writing Paper; and any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.
- KKK. “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- LLL. “State” means the State of California.
- MMM. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- NNN. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
1. Supermarket.
 2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 3. Food Service Provider.
 4. Food Distributor.
 5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

OOO. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

PPP. “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

QQQ. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

13.14.040 - Requirements for single-family generators.

Single-Family Organic Waste Generators shall comply with the following requirements, except Single-Family generators that meet the Self-Hauler requirements in Section 13.14.100 of this Chapter:

- A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 13.14.040(B) of this Chapter. City or its Designee shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City or its Designee.
- B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
 - 1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

13.14.050 - Requirements for commercial businesses.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 13.14.050(B), except Commercial Businesses that meet the Self-Hauler requirements in Section 13.14.100. City or its Designee shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.
- B. Except Commercial Businesses that meet the Self-Hauler requirements Section 13.14.100, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.
 - 1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
 - 2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 3(a) and 3(b) below) for employees, contractors, tenants, and

customers, consistent with City's Blue Container, Green Container, and Gray Container collection service, or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 13.14.100.

3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service, or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 13.14.100.

6. Excluding Multi-Family Residential Dwellings, quarterly inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 13.14.120 of this ordinance to confirm compliance with the requirements of this ordinance.
10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented by City at a later date, to evaluate generator's compliance with Section 13.14.050(B).]
11. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.
12. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 13.14.070.

13.14.060 – Waivers for generators.

- A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in this Section, below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section, 13.14.060(A)(2) below.
 2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds thresholds required for waiver, in which case waiver will be rescinded.
 4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.
- B. Physical Space Waivers – City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 13.14.050.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City Manager or the City Manager's Designee that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

13.14.070 - Requirements for commercial edible food generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 - 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

- ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- 6. No later than July 1st of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 13.14.070(C)(5).
- D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

13.14.080 - Requirements for food recovery organizations and services.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.
- E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

13.14.090 - Requirements for haulers and facility operators.

- A. Exclusive franchised hauler(s) providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract,

agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and Section 15.04.010(a)(8).
4. Exclusive franchised hauler(s) authorization to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

13.14.100 – Self-hauler requirements.

- A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires generators to separate for collection in the City’s organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - 1. Delivery receipts and weight tickets from the entity accepting the waste.
 - 2. The amount of material in cubic yards or tons transported by the generator to each entity.
 - 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler’s vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- D. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

13.14.110 - Procurement requirements for city departments, direct service providers, and vendors.

- A. City departments, and direct service providers to the City, as applicable, must comply with the City’s Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.
- B. All vendors providing Paper Products and Printing and Writing Paper shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
5. Provide records to the City's Recycling Coordinator, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 13.14.110(B)(3) and 13.14.110(B)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

13.14.120 - Inspections and investigations.

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable

laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 13.14.050(B) of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants.

- B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- C. Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

13.14.130 – Enforcement.

- A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California

courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.
 - a. City Enforcement Official(s) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - b. City Enforcement Official(s) may issue Notices of Violation(s) and administrative citations.

D. Process for Enforcement

1. City Enforcement Officials will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 13.14.120 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
 - a. For incidents of Prohibited Container Contaminants found by City in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 2 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s), every calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 13.14.130(E).
 - b. In addition to 13.14.130(D)(3)(a), for incidents of Prohibited Container Contaminants found by a hauler in containers, hauler will issue a notice of contamination to any generator found to have Prohibited Container Contaminants in a container. Such notice will

be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 2 days after determining that a violation has occurred. If a hauler observes Prohibited Container Contaminants in a generator's containers on more than two (2) occasion(s) every calendar year starting January 1, the hauler shall have the right to assess a contamination service charge on the generator to cover the additional costs of processing Contaminated Containers per the current franchise hauler rate schedule. The foregoing contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the hauler and the City to collect Organic Waste.

4. With the exception of violations of generator contamination of container contents addressed under Section 13.14.130(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's ordinance contained in Section 13.14.130(K), List of Violations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

E. Penalty Amounts for Types of Violations

The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

F. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 13.14.130 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this ordinance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

J. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 13.14.130, as needed.

K. Enforcement Table – List of Violations

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement Section 13.14.050	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 13.14.040 and 13.14.050	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section 13.14.090	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 13.14.090	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 13.14.090	A hauler fails to keep a record of the applicable documentation of its approval to haul Organic Waste by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 13.14.100	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 13.14.070	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written

	agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 13.14.070	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 13.14.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 13.14.050 and 13.14.070	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 13.14.070	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 13.14.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 13.14.080	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 13.14.080.

13.14.130 - Effective date.

This ordinance shall be effective commencing on January 1, 2022.



City Council Agenda Report

**Agenda
Item No.
9.a.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-43, ACCEPTING UNITED STATES DEPARTMENT OF ENERGY (DOE) AWARD FUNDS AND AUTHORIZING CITY MANAGER OR DESIGNEE TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE DOE FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

SUMMARY: The City of South El Monte submitted a U.S. Department of Energy (DOE) cooperative agreement application for a project involving installation of energy efficiency measures in three (3) municipal buildings. To ensure receipt of award funding for the project, the City Council must adopt a resolution designating the City Manager or designee as the authorized official to execute cooperative agreement.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-43, accepting funding from DOE and authorizing City Manager or designee to enter into a cooperative agreement for the South El Monte Autonomous Building Controls Retrofit project.

FISCAL IMPACT: The cost to install the energy efficiency measures and manage the project is \$1,152,144. DOE will provide \$747,494 of the project costs. Project partners including The Energy Coalition (TEC) and Passive Logic will also share costs of \$220,770 and \$48,899.00 respectively. Therefore, this action requires the City to appropriate \$134,981 from the DOE Building Retrofit Project Special Revenue Fund, which will be reimbursed on a quarterly basis via the DOE Award.

DISCUSSION: The City of South El Monte, in partnership with The Energy Coalition and Passive Logic, applied for a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by DOE. On June 4, 2021, DOE awarded the City \$1,152,144 in reimbursable funds, that includes a \$404,650 cost share requirement.

The South El Monte Autonomous Building Controls Retrofit project will perform much needed energy efficiency retrofits for three City facilities - City Hall, Community Center and Senior Center. The City proposes to install PassiveLogic's Autonomous Building Platform to implement autonomous building controls that will reduce energy consumption and peak electricity demand. The City's goal for this project to achieve deep energy savings and address facility improvements that have been routinely deferred.

The implementation of the Autonomous Building Platform will result in greater and longer lasting energy savings than installation of energy efficiency measures alone. The technology is unique and well-suited for this project because it results in building performance improvements for occupants and increased energy efficiency. The validation goals of the project are to demonstrate the new hardware compatibility with three common public sector building types, show that DOE investment in data standardization is commercially deployable, and transform public sector buildings into grid-interactive efficient buildings.

Staff recommends that the City Council direct the City Manager or designee to execute the attached agreement in order to receive the DOE funds.

ATTACHMENTS:

[Attachment A - Resolution No. 21-43](#)

[Attachment B - DOE Agreement](#)

[Attachment C - Statement of Project Objectives](#)

[Attachment D - Budget Information](#)

ATTACHMENT A

RESOLUTION NO. 21-43

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ACCEPTING UNITED STATES DEPARTMENT OF ENERGY AWARD FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

WHEREAS, the City of South El Monte, as Lead Applicant, applied for a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by the U.S. Department of Energy (DOE). The grant application submitted was for the South El Monte Autonomous Building Controls Retrofit project; and

WHEREAS, the City of South El Monte was awarded \$ 1,152,144.00 in reimbursable grant funds from DOE for implementation of the South El Monte Autonomous Building Controls Retrofit project; and

WHEREAS, a \$404,650.00 cost share requirement will be met through contributions from The Energy Coalition and Passive Logic totaling \$269,669.00; and an additional \$134,981.00 via the City’s DOE Building Retrofit Project Special Revenue Fund; and

WHEREAS, the City of South El Monte will comply with the requirements stated in the Cooperative Agreement; will accept the grant funds from DOE; and will allocate and authorize the amount of \$134,981.00 that South El Monte has committed as part of the South El Monte Autonomous Building Controls Retrofit project proposal to be used for cost sharing for the project; and

WHEREAS, in order to obtain these reimbursable DOE grant funds, the City must enter into a Cooperative Agreement with DOE.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby gives authorization to the City Manager to execute the Cooperative Agreement with DOE, attached hereto as “Exhibit A,” for these reimbursable DOE grant funds.

SECTION 2: The City of South El Monte shall comply with STEP requirements; and the City of South El Monte shall provide committed resource contributions to the project.

SECTION 3: The City Clerk is directed to certify the passage and adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 22nd day of June 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution No. 21-43, was approved and adopted by the South El Monte City Council at a regular meeting of said Council held on June 22, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

ASSISTANCE AGREEMENT

1. Award No. DE-EE0009466		2. Modification No.		3. Effective Date 07/01/2021		4. CFDA No. 81.086	
5. Awarded To SOUTH EL MONTE, CITY OF Attn: Rachel Barbosa 1415 N. SANTA ANITA AVENUE SOUTH EL MONTE CA 917333311				6. Sponsoring Office Energy Effcy & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585			7. Period of Performance 07/01/2021 through 06/30/2022
8. Type of Agreement ☐ Grant ☒ Cooperative Agreement ☐ Other		9. Authority Energy Policy Act 2005, 911(a) (2) (B)			10. Purchase Request or Funding Document No. 21EE001752		
11. Remittance Address SOUTH EL MONTE, CITY OF Attn: Rachel Barbosa 1415 N. SANTA ANITA AVENUE SOUTH EL MONTE CA 917333311				12. Total Amount Govt. Share: \$747,494.00 Cost Share : \$404,650.00 Total : \$1,152,144.00		13. Funds Obligated This action: \$747,494.00 Total : \$747,494.00	
14. Principal Investigator		15. Program Manager Virginia D. Castro Phone: 202-287-1543			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To VIPERS https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov				18. Paying Office VIPERS https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov			19. Submit Reports To SEE ATTACHMENT 2
20. Accounting and Appropriation Data See Schedule							
21. Research Title and/or Description of Project South El Monte Autonomous Building Controls Retrofit							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer 			
23. Name and Title		24. Date Signed		26. Name of Officer David B. Orens		27. Date Signed 06/04/2021	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0009466			PAGE 2	OF 3
NAME OF OFFEROR OR CONTRACTOR SOUTH EL MONTE, CITY OF						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	DUNS Number: 083009647 In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 07/01/2021 through 06/30/2024, consisting of the following Budget Periods: Budget Period 1: 07/01/2021 to 06/30/2022 Budget Period 2: 07/01/2022 to 06/30/2023 Budget Period 3: 07/01/2023 to 06/30/2024 In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period. Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions. DOE Award Administrator: Mandy Aden E-mail: mandy.aden@ee.doe.gov Phone: 240-562-1280 DOE Project Officer: Virginia Castro E-mail: virginia.castro@ee.doe.gov Phone: 202-287-1543 Recipient Business Officer: Irma Peniche E-mail: ipeniche@soelmonte.org Phone: 626-579-6540 X3288 Recipient Principal Investigator: Colby Cataldi E-mail: ccataldi@soelmonte.org Phone: 626-579-6540 X3218 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ...					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0009466	PAGE OF 3 3
---------------------------	---	------------------

NAME OF OFFEROR OR CONTRACTOR
SOUTH EL MONTE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: NO PI: CATALDI, COLBY Delivery: 07/01/2021 Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401				

ATTACHMENT C

Statement of Project Objectives
DE-EE0009466.0000
City of South El Monte
South El Monte Autonomous Building Controls Retrofit

A. Project Objectives

The City of South El Monte (The City) and its project partners will deploy, test, and validate the performance of an autonomous building platform and utilize a digital twin model in concurrence with the installation of energy efficiency measures in three municipal buildings. The digital twin model will utilize building energy modeling software that will mimic the building and its energy systems to predict the impact of energy saving strategies. The digital twin model will be calibrated to both the pre and post retrofitted building to ensure control strategies will match simulated impacts.

The proposed system presents opportunities for improved indoor air quality, increased energy efficiency, and greater human comfort for the staff of South El Monte, which is considered a disadvantaged community (DAC). This project will enable the City to create energy efficient and reliable resiliency hubs at three municipal facilities to serve the community during power outages and Public Safety Power Shut Off (PSPS) events. The end result will be a portfolio of public buildings that are more energy efficient and capable of providing critical services to the community of South El Monte.

The specific desired performance outcomes of the validation project include:

- Verified ~30% energy savings¹ through improved control of heating, ventilation, and air-conditioning (HVAC) building systems and demand reduction (in terms of kW reduction) strategies
- 90% reduction in installation time of autonomous controls, compared to traditional projects of similar equipment scope and complexity

The project objectives include:

- Demonstrate that the autonomous building controls function properly for three host buildings' controllable equipment (HVAC and some lighting) in a variety of operation conditions
- Demonstrate the ability to provide demand flexibility by changing equipment controls to reduce consumption during peak demand hours.
- Develop recommendations on how this technology solution would apply at scale using building energy models

¹ Calculated from pre-COVID baseline period of 24 months of electricity data
EERE_T_540.131 Template Version 4/27/2020

- Leverage digital twin model to de-risk technology and provide confidence in the energy saving capabilities and controllability of the system
- Conduct Measurement and Verification (M&V) of significant energy savings at host buildings and demonstrate improved controllability of building systems and demand flexibility. Metrics will include, but not limited to, the following:
 - kWh of energy efficiency
 - kW reduction through demand reduction
 - peak demand period kW reduction through demand flexibility
 - Duration and speed of demand reduction and flexibility events
- Provide recommendations to agencies for participation in net energy metering (NEM) tariffs and distributed energy resource (DER) deployment through papers and presentations
- Broadly share the results of the project and develop strategies to integrate findings into ratepayer programs

B. Technical Scope Summary

The Project Team will work collaboratively with U.S. Department of Energy (DOE) and Pacific Northwest National Laboratory (PNNL) to test, validate, and publish the energy efficiency and demand flexibility performance of the installation of an autonomous building platform, in concurrence with efficiency measures, and develop a digital twin model solution in three municipal buildings in the City of South El Monte.

Budget Period 1 (BP1): The project team, with concurrence from Pacific Northwest National Laboratory (DOE national laboratory partner), will finalize site selection, technical details on the energy efficiency measures (EEMs), and the City's goals for the autonomous building platform to complete a scope of work. The City will approve the plan for implementation. EEMs will be implemented/installed. Sites will be instrumented for collection of baseline data on equipment and environmental parameters. Towards the end of BP1, sub-recipient will roll out the Hive Controller system throughout the sites. The end result of BP1 will be to have implemented all EEMs, collected 6 months of granular equipment and energy use data, and begun the installation of building energy control systems. The project partner will have their Hive Controller commission controllable building systems, such as HVAC equipment and some lighting.

Budget Period 2 (BP2): Instrumented, granular data will continue to be collected about building equipment and systems. Leverage a digital twin model to demonstrate energy saving and increased efficiency of controllable systems. The end result of BP2 will be a fully integrated digital twin model with the Hive Controller. The project partner's controls will be utilizing the digital twin findings to control building systems.

Budget Period 3 (BP3): Measurement and verification will be completed to compare building energy savings to a weather normalized baseline model. The end result of BP3 will be a thorough M&V of the project partner's controls and a summary of the energy savings from the Hive Controller's implemented strategies.

C. Tasks To Be Performed

Budget Period 1 Develop and Install Project

Task 1.0: Finalize project design and design specifications for all EEMs and controller equipment.

Task Summary: Review existing building and energy audit data (i.e., existing floor plan, equipment, schedule, interval data); conduct interviews of city staff (facilities staff and occupants) to gather feedback on thermal comfort and maintenance challenges.

Subtask 1.1: Review and update energy audit calculations

Subtask Summary: Team will review the findings from the previous energy audit and revise savings calculations with current 15-minute interval data. City staff will provide any building system information needed to complete this analysis. This will include all utility and billing data.

Milestone 1.1.1 Updated EEM calculations with current energy and systems data

Subtask 1.2: Conduct staff comfort survey

Subtask Summary: The City will develop a survey, based on United States Green Building Council (USGBC) occupant comfort guidelines², that will determine current building occupant comfort. DOE and PNNL will have surveys reviewed by an Institutional Review Board before they are released to City staff. An online survey will be distributed to the 86 employees across 3 buildings³. Data will be compiled and analyzed by the project partner to identify specific comfort issues and trends to be addressed by the Hive Controller installation. The following factors of occupant comfort will be included in the survey: building cleanliness, indoor air quality, lighting, and thermal comfort.

Milestone 1.2.1 Develop and finalize survey with input incorporated from DOE

Milestone 1.2.2 Receive a survey response rate of at least 35% of occupants in each building

Subtask 1.3: Develop EEM installation plan

Subtask Summary: The team will prepare a construction and installation plan for the EEMs.

² <https://www.usgbc.org/credits/existing-buildings-schools-existing-buildings-retail-existing-buildings-hospitality-exist-25>

³ City Hall: 40 occupants, Community Center: 32 occupants, Senior Center: 14 occupants
EERE_T_540.131 Template Version 4/27/2020

Milestone 1.3.1 Draft project design, construction schedule, equipment specifications, and building controls specifications and submit to DOE for review.

Milestone 1.3.2 Finalize project design, construction schedule, equipment specifications, and building controls specifications with input incorporated from DOE and PNNL.

Subtask 1.4: Create Measurement and Verification Plan

Subtask Summary: Create a Measurement and Verification (M&V) Plan that outlines how data will be utilized and how energy savings will be calculated.

Milestone 1.4.1 Install data acquisition equipment and verify data collection

Subtask 1.5: Install data acquisition equipment for select equipment

Subtask Summary: The team will install data acquisition equipment on HVAC and lighting systems to provide the building energy model with equipment level specific energy data. Pre-retrofit acquisition period will last 6 months.

Milestone 1.5.1 Install data acquisition equipment and verify data collection

Task 2.0: Equipment Procurement. Procure all equipment and materials needed for project

Task Summary: Procure EEM equipment and materials needed for the project. This will include LED fixtures, lighting control devices, pump variable frequency drives (VFDs), rooftop units, and thermostats. The project partner will work with South El Monte to carry out an extensive and competitive procurement process for all of the equipment and materials required to complete the initial EEMs. Simultaneously the project partner will procure the necessary equipment and materials for controllers as well as necessary items for their installation and commissioning process.

Milestone 2.1 The City releases requests for contractors and equipment procurement.

Milestone 2.2: Procurement completed for a minimum of three host sites

Task 3.0: System Installation. Begin installation of new equipment and control devices.

Task Summary: Installation of all new equipment and control devices. Installation will be staggered by building, as described in the construction schedule finalized during Task 1. The project partner and South El Monte will work with the various contractors to ensure a smooth installation process and optimal integration of new equipment into the existing building systems. Once installed the project partner will instrument the selected sites with data acquisition equipment and install controller systems in each building.

Milestone 3.1 Complete installation

Subtask 3.1: Contractor selection

Subtask Summary: The City will release a competitive bid to select a contractor to perform the energy retrofits.

Milestone 3.1.1 Contractor selected

Subtask 3.2: Install post-retrofit data acquisition equipment

Subtask Summary: The team will install data acquisition equipment on all newly retrofitted equipment. This post-retrofit acquisition period will last through the M&V period.

Milestone 3.2.1 Install data acquisition equipment on newly retrofitted equipment

Budget Period 1 Go/No-Go Decision Point:

Present to DOE project results during a formal Project Review. Based upon the following performance metrics and goals, DOE will make a decision regarding the project moving into Budget Period 2. DOE may redirect or discontinue funding to the Project based on the outcome of DOE's evaluation of the Project at the Go/No Go decision point.

1. Procure and install the EEMs in three city host buildings, including the installation of the controls system i.e. Hive Controllers.
2. Demonstrated commitment from local utility or energy savings performance contractor (ESPC) for project deployment.

Budget Period 2 Commissioning and Controls Launch

Task 4.0: Commissioning. Commission a new building energy management system and ensure connection to the Hive Controller.

Task Summary: Inspect and commission the installed EEMs and ensure connection to Hive Controller. Interview occupants to gather feedback on the installation process. The team will circulate an additional occupant survey, similar to the initial survey to gather data pertaining to changes in occupant comfort with the installation of the new equipment. The project team will ensure that the various contractor commissioning deliverables are met with all equipment operating and integrated successfully. A third-party commissioning team will be selected to perform the building post installation inspection and verify building system commissioning performed by the Hive Controller. The project team at this point has the ability to make any necessary updates or amendments to their Hive Controller.

Milestone 4.1 Select third-party commissioning team

Milestone 4.2 Post EEM installation inspection

Milestone 4.3 Hive Controller will perform building system commissioning while 3rd party commissioning engineering consultants will verify

Task 5.0: Launch digital twin model and implement control strategies

Task Summary: Digital twin model is created as the controls are being implemented in the building (embedded within controls platform). Leveraging the digital twin model will provide confidence to City that they are saving energy and that they have better controllability of systems

Milestone 5.1 Digital twin model created and collecting building data

Task 6.0: Measurement and Verification (M&V). Start a data collection period for project measurement and verification against a weather normalized baseline model.

Task Summary: Start a new period of data collection period for project measurement and verification against a weather normalized baseline model of buildings with new EEMs installed. Baseline conditions are established for the purpose of estimating savings by comparing the baseline energy use with the post-installation energy use and demand response strategies. Baseline information is also used to account for any changes that may occur during the performance period, which may require baseline energy use adjustments. The main objectives of the M&V process is to assess the performance of the project, to measure the energy savings, and to determine if the program is generating the expected level of savings. M&V data will inform recommendations for improvements in program performance.

Milestone 6.1 Fully calibrate digital twin model

Subtask 6.1: Measurement and Verification Checks

Subtask Summary: Once a quarter, check the energy performance of the buildings and the performance of the digital twin model. Savings will be calculated using a net metered energy consumption (NMEC) protocol, International Performance Measurement and Verification Protocol (IPMVP). Adjustments and/or calibration will be performed if energy savings or equipment operation goals are not met.

Milestone 6.1.1 Complete Measurement and Verification check #1 and send requested data to Pacific Northwest National Laboratory partner.

Milestone 6.1.2 Complete Measurement and Verification check #2 and send requested data to Pacific Northwest National Laboratory.

Budget Period 2 Go/No-Go Decision Point:

Present to DOE project results during a formal Project Review. Based upon the following performance metrics and goals, DOE will make a decision regarding the project moving into Budget Period 3. DOE may redirect or discontinue funding to the Project based on the outcome of DOE's evaluation of the Project at the Go/No-Go decision point.

1. Fully integrate digital twin model with the Hive Controller.
2. Create and fully calibrate digital twin model to baseline data.

3. Utilize the digital twin model findings to control building systems.
4. New equipment is fully commissioned and operational.

Budget Period 3 Determine Project Savings and Impact

Subtask 6.1: Measurement and Verification Checks (continued)

Milestone 6.1.3 Complete Measurement and Verification check #3 and send requested data to Pacific Northwest National Laboratory.

Task 7.0: Performance Analysis. Collect and analyze results of the measurement and verification period

Task Summary: Collect and analyze results of the measurement and verification period; this includes occupant and maintenance staff post-installation interviews. Data will be summarized and shared with the DOE.

Milestone 7.1: Measurement and Verification period has been completed.

Subtask 7.1: Summarize findings and recommendations

Subtask Summary: The Team will summarize the savings for the project and highlight findings on the digital twin model's performance on predicting energy consumption patterns and energy efficiency control recommendations. The Team will develop recommendations on how a digital twin model could be applied at scale and how other public agencies can utilize a digital twin model. Finally, the Team will develop strategies to recommend successful control measures for public agency ratepayer programs.

Milestone 7.1.1 Complete project savings calculations for all host sites

Milestone 7.1.2 Final report is submitted to DOE

Task 8: Dissemination plan

Task Summary: Team will prepare a combination of papers and/or presentations to highlight the project findings and showcase how successes can be replicated by other public agencies. Type of information dissemination will depend on the timing of relevant conferences and academic journals.

Milestone 8.1: Publish paper, report, and/or presentation that highlights project

End of Project Goal: The end goal of the project is to show the measurable savings impact of the control system over one year of complete operability.

D. Project Management and Reporting

The Recipient will provide project management for the program and provide materials needed for DOE grant processing, reporting, and associated paperwork necessary to finalize, administer and close-out the grant agreement. Other project management responsibilities include:

- Maintaining and managing the overall project staffing plan, schedule, budget, and files and project documentation.
- Managing participant cost-shares.
- Tracking the status, completeness and quality of tasks and deliverables consistent with the grant goals, objectives, and commitments.
- Ensuring that project decisions are made in a timely and thoughtful manner to achieve a high-quality result relative to the project plan;
- Facilitating timely communications with DOE, project partners.
- Developing and providing complete and timely reports with required documentation.
- Managing and communicating changes to the project plan or deliverables, and quality assurances.

The Prime recipient will be responsible for coordinating the activities of the sub-recipients and contractors and managing the proposed program. The Principal Investigator will be further responsible for coordinating communication with DOE, the recipient, sub-recipients and contractors. DOE will have the opportunity to review any draft deliverables or final drafts of deliverables. Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein. Project deliverables are indicated in the task/subtask descriptions in the Milestone Summary Table below. All team members will be involved in each project task to ensure information is shared and that quality assurance and control is continually considered. The team will establish routine meetings and leverage communication platforms, for ongoing communications.

Milestone Summary Table						
Recipient Name:		City of South El Monte				
Project Title:		South El Monte Autonomous Building Controls Retrofit				
Task Number	Task or Subtask (if applicable) Title	Milestone Type (Milestone, Go/No-Go Decision Point, End of Project Goal)	Milestone Number* (Go/No-Go Decision Point Number)	Milestone Description (Go/No-Go Decision Criteria)	Milestone Verification Process (What, How, Who, Where)	Anticipated Quarter (Quarters from Start of the Project)
1	Finalize Project Design, Scope of Work, and Design Specifications	Milestone	1.1.1	Updated EEM calculations with current energy and systems data	The team will finalize the EEM calculations. EEMs will be for the City's three buildings	Q1
		Milestone	1.2.1	Develop and finalize survey with input incorporated from DOE/PNNL	The team will develop a building comfort survey and send to DOE/PNNL for review and approval	Q1
		Milestone	1.2.2	Receive a survey response rate of 35%	The City will develop a survey that will determine current building occupant comfort. An online survey will be distributed to employees in these buildings. The city will ensure the target response rate is achieved.	Q1
		Milestone	1.3.1	Draft project design, construction schedule, equipment specifications, and building controls specifications and submit to DOE for review	The team will prepare all schedules and specifications for project start and submit for review and approval	Q1

		Milestone	1.3.2	Finalize project design, construction schedule, equipment specifications, and building controls specifications with input incorporated from DOE and Pacific Northwest National Laboratory.	The team will finalize the project design and constructions specifications. Sub-recipients will lead the control related content. This will be for the City's three buildings	Q1
		Milestone	1.4.1	Create Measurement and Verification Plan	Create a Measurement and Verification Plan that outlines how data will be utilized and how energy savings will be calculated	Q1
		Milestone	1.5.1	Install data acquisition equipment and verify data collection	Data acquisition equipment will be installed on HVAC and lighting system equipment on the three City facilities	Q1
2	Equipment Procurement	Milestone	2.1	The City releases requests for contractors and equipment procurement.	The City will release a work order request on their bids platform to request services for this project	Q2
		Milestone	2.2	Procurement completed for a minimum of three host sites	The City will procure the materials needed to implement the EEMs and have materials sent to the City	Q2
3	System Installation	Milestone	3.1	Complete installation	The contractor will complete the installation of EEMs at the three City buildings.	Q4

		Milestone	3.1.1	Contractor selected	The City will select a contractor through a public solicitation and have them sign a contract to finalize the agreement	Q3
		Milestone	3.2.1	Install data acquisition equipment on newly retrofitted equipment	Install data acquisition equipment on the newly retrofitted energy systems for the three facilities	Q4
		Go/No-Go Decision Point	1	1. Procure and install the EEMs in three city host buildings, including the installation of the controls system i.e. Hive Controllers. 2. Demonstrated commitment from local utility or energy savings performance contractor (ESPC) for project deployment.		Q4
4	Commissioning	Milestone	4.1	Select third-party commissioning team	The City will select a third party commissioning team to inspect the operations of newly retrofitted equipment	Q5
		Milestone	4.2	Post EEM installation inspection	Engineers and facilities' staff will perform a post installation inspection at the three City buildings	Q5
		Milestone	4.3	Hive Controller will perform building system commissioning while 3rd party commissioning engineering consultants will verify	Hive Controller will be used to perform building system commissioning for the three buildings. Engineers will be used to verify commissioning	Q5
5	Launch digital twin model and implement control strategies	Milestone	5.1	Digital twin model created and collecting building data	Digital twin model will be created for the three City buildings using their software and modeling tools	Q5

6	Measurement & Verification	Milestone	6.1	Digital twin model is fully calibrated	Project partners will calibrate their digital twin model using City building energy data	Q6
		Milestone	6.1.1	Complete Measurement and Verification Check #1	The team will perform a quarterly analysis of 15 minute interval data and compare to similar months of historic energy data for the three buildings	Q7
		Milestone	6.1.2	Complete Measurement and Verification Check #2	The team will perform a quarterly analysis of 15 minute interval data and compare to similar months of historic energy data for the three buildings	Q8
		Go/No-Go Decision Point	2	1. Fully integrate digital twin model with the Hive Controller. 2. Create and fully calibrate digital twin model to baseline data. 3. Utilize the digital twin model findings to control building systems. 4. New equipment is fully commissioned and operational.		Q8
		Milestone	6.1.3	Complete Measurement and Verification Check #3	The team will perform a quarterly analysis of 15 minute interval data and compare to similar months of historic energy data for the three buildings	Q9
7	Performance Analysis	Milestone	7.1	Measurement and Verification period has been completed	The team will finish the one year period of measurement and verification by collecting a full year of 15 minute interval data for the three City buildings	Q10
		Milestone	7.1.1	Complete project savings calculations	Analyze the pre and post implementation energy data to determine the real savings the City buildings received from the project	Q11
		Milestone	7.1.2	Final report is submitted to DOE	The team will submit the final report to the DOE team	Q12
8	Dissemination Plan	Milestone	8.1	Publish paper, report, and/or presentation that highlights project	The team will prepare a document or presentation that can be shared with other public agencies to replicate project successes	Q11

ATTACHMENT D

Applicant Name: City of South El MonteAward Number: DE-EE0009466.0000**Budget Information - Non Construction Programs**

Attachment 3

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Budget Period 1	81.086			\$487,396	\$242,381	\$729,777
2. Budget Period 2	81.086			\$156,998	\$84,327	\$241,325
3. Budget Period 3	81.086			\$103,100	\$77,942	\$181,042
4.						
5. Totals				\$747,494	\$404,650	\$1,152,144

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	Budget Period 1	Budget Period 2	Budget Period 3		
a. Personnel	\$26,287	\$23,853	\$17,468		\$67,608
b. Fringe Benefits	\$0	\$0	\$0		\$0
c. Travel	\$1,306	\$1,306	\$1,306		\$3,918
d. Equipment	\$167,655	\$0	\$0		\$167,655
e. Supplies	\$160,434	\$0	\$0		\$160,434
f. Contractual	\$374,095	\$216,166	\$162,268		\$752,529
g. Construction	\$0	\$0	\$0		\$0
h. Other	\$0	\$0	\$0		\$0
i. Total Direct Charges (sum of 6a-6h)	\$729,777	\$241,325	\$181,042		\$1,152,144
j. Indirect Charges	\$0	\$0	\$0		\$0
k. Totals (sum of 6i-6j)	\$729,777	\$241,325	\$181,042		\$1,152,144
7. Program Income	\$0	\$0	\$0		\$0

Previous Edition Usable

Authorized for Local Reproduction

SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102



City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 21-42, ADOPTION OF FISCAL YEAR (FY) 2021-22
ANNUAL BUDGET

SUMMARY: On May 25 and June 8, 2021, the City Council reviewed the City Manager's recommended General, Special Revenue, and Capital improvement budgets. Staff recommended General Fund Revenues of \$17,671,023 and Expenditures of \$17,370,065 for a net increase of \$300,958 in the General Fund. In addition, Special Revenue Funds budgeted revenue were \$9,549,394 and expenditures of \$6,556,179 for a net increase of \$2,993,215. On a City-wide basis, the net increase in fund balances was \$3,294,173. Subsequently nine adjustments were identified which increased the City wide budget surplus by \$741,617. The final net increase in fund balance is now \$4,035,790.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 21-42 approving the FY 2021-22 Budget which encompasses the General Fund, Special Revenue Funds, and Capital Improvement Projects.

FISCAL IMPACT: As presented, the FY 2021-22 Budget includes total Citywide budgeted revenues of \$28,936,918 and expenditures of \$24,901,128 for a net increase in fund balance of \$4,035,790. This overall net increase of fund balances consists of General Fund revenues exceeding expenditures by \$66,156 and Special Revenue Funds revenues exceeding expenditures by \$3,969,634.

DISCUSSION: Two prior budget study sessions were held on May 25 and June 8 to discuss the City's General Fund Budget, Special Revenues Fund Budget and Capital Improvement Projects. During these two sessions, the City Manager, Department Heads and key personnel answered questions and participated in public discussions.

City Council made requests for additional information concerning Sheriff staffing, City Code Enforcement Staffing, City Public Safety staffing, time clock for the City Clerk's Office, and Utility Maintenance Vehicle (AKA - Mule) for the Public Works Maintenance Division.

The June 22, 2021 Budget Study Session #3 presentation includes more information on and allows for further discussion in order to arrive at determinations for inclusion in the Fiscal Year 2021-22 Annual Budget.

The proposed budget submitted for Fiscal Year 2021-22 presents a budget with increases in fund balances of \$4,035,790. This is a reflection of the City's diligence in securing grant funding and managing operating costs. The City plans ongoing examination of operations for cost savings measures and pursue revenue opportunities to ensure continued financial health.

ATTACHMENTS:

[FY 21-22 Presentation - Budget Workshop Session 3 and Adoption 06 22 2021](#)

[Reso No. 21-42 Fiscal Year 2021-22 Annual Budget.docx](#)



City of Achievement



CITY OF SOUTH EL MONTE

Budget Workshop #3 Fiscal Year 2021-22 Budget Updates & Adoption

June 22, 2021

OVERVIEW

- Updated Proposed Budget
- Proposed Adjustments Before Adoption
- American Rescue Plan Update
- Five Year Forecast
- Proposed Adjustments Before Adoption
- Community Safety and Quality of Life
- Additional Budget Adjustments Options Before Adoption
- Follow Up Items Requiring Clarification

UPDATED PROPOSED BUDGET FISCAL YEAR 2021-22

Fund Type	Estimated Fund Balance as of 6/30/2021	Estimated Revenues	Budgeted Expenditures	Estimated Fund Balance as of 6/30/2022
General Fund	\$7,002,835	17,659,461	(\$17,593,305)	\$7,068,992
Special Revenues Funds	\$14,230,366	11,277,457	(7,307,823)	\$18,200,000
Total	\$21,233,201	\$28,936,918	(24,901,128)	\$25,268,992

Net Increase in Fund Balance \$4,035,790

- Updated Total City-Wide Fund Balance Increase **\$4,035,790**
- Prior Total City-Wide Fund Balance Increase \$3,294,174
- Net Increase in City-Wide Fund Balances **\$ 741,617**

PROPOSED ADJUSTMENTS BEFORE ADOPTION

Description	General Fund	Special Rev. Funds	Total
Increased Allocation - American Rescue Plan		\$1,100,000	\$1,100,000
Revenue Loss – So. El Monte High School Resource Officer	(113,562)		(113,562)
COPS Fund's transfer to General Fund for Safety	102,000	(102,000)	0
1st Year of the 3 Year DOE Grant Project:			
Capital improvements		(730,063)	(730,063)
DOE and members reimbursements		639,583	639,583
General Fund's matching	(90,480)	90,480	0
Building & Safety Division Contract services for Inspection and Plan Checks	(23,000)		(23,000)
City Engineering Division contract services	(109,760)		(109,760)
State Grant Fund construction of DOE Retrofit Project		(21,581)	(21,581)
Total adjustments	(\$234,802)	\$976,419	\$741,617

AMERICAN RESCUE PLAN UPDATE

- Total Updated Funding Allocation \$4,921,738
- Less Total Unreimbursed City Costs Incurred:
 - Estimated Vendor Costs Thru June 30, 2021 (540,000)
 - Estimated Employee Salary & Benefit Costs (60,000)
 - Total Remaining Costs For Reimbursement (600,000)
- Remaining Funds After Reimbursement \$4,321,738
- 06/10/21: City filed with the State for the funds
- Funds will be distributed in two installments.
 - 1st Installment within 60 days of filing
 - 2nd Installment within 12 months of the initial filing
- Funds not programmed will be accounted as deferred revenue and will be recognized when spent on qualifying activities and programs.
- Funds expended by

FIVE YEAR FORECAST

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
	<u>Projected</u>	<u>Proposed</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>	<u>Forecast</u>
General Fund						
Revenues	16,097,110	17,659,461	18,169,346	18,697,111	19,243,427	19,808,994
Expenditures	<u>15,493,542</u>	<u>17,593,305</u>	<u>18,183,828</u>	<u>18,863,465</u>	<u>19,562,379</u>	<u>20,313,863</u>
Net Surplus (Deficit)	603,568	66,156	(14,482)	(166,354)	(318,952)	(504,869)
Fund Balance	7,002,835	7,068,992	7,054,510	6,888,156	6,569,205	6,064,336
Special Revenue Funds						
Revenues	5,531,936	11,277,457	6,175,057	6,174,638	4,255,371	4,318,175
Expenditures	<u>5,084,470</u>	<u>7,307,823</u>	<u>6,340,409</u>	<u>6,350,823</u>	<u>4,444,513</u>	<u>4,522,536</u>
Net Surplus (Deficit)	447,466	3,969,634	(165,352)	(176,185)	(189,142)	(204,361)
Fund Balance	14,230,366	18,200,000	18,034,649	17,858,464	17,669,322	17,464,961
City-wide Net Surplus (Deficit)	1,051,034	4,035,790	(179,834)	(342,539)	(508,094)	(709,230)
City-wide Fund Balance	21,233,201	25,268,992	25,089,159	24,746,620	24,238,527	23,529,297

COMMUNITY SAFETY & QUALITY OF LIFE

- Safety component of our community in general covers four areas provided by the following professional experts:
 - Buildings and Infrastructure – Code Enforcement
 - Health and Environmental – Code Enforcement
 - Traffic and Parking – Public Safety Officer
 - Crime – Sheriff
- For example, residents' quality of life, as well as their property values, and cost of living are affected by them.
- The professional expertise and skill set required to address each safety component of a community sometimes overlap but differs:
 - For example, Sheriff will reduce crime but will not make a building safer or a vacant property developed.
 - For example, Code Enforcement officer can issue a citation but cannot book someone in jail for the safety of themselves or others.

ROLES AND RESPONSIBILITIES

- Sheriff Deputy - Crime Prevention & Community-Oriented Policing
 - Investigations, violent crimes, Drugs/Narcotics use, trespassing, burglary, harassment, juvenile delinquency, inappropriate social behavior, DUIs, other quality of life issues and school resource deputy
- Code Enforcement Officer – Building & Safety Compliance
 - Prevention, detection, investigation and enforcement of violations of statutes or ordinances regulating public health, safety, and welfare, business activities and consumer protection, building standards and land-use.
- Public Safety Officer – Community Safety
 - Provides street sweeper parking enforcement, crossing guard support, writes routine Sheriffs reports and may testify in court, observes and reports code violations and hazardous conditions, conducts basic crime scene investigation, takes fingerprints and/or photos, assists the public and employees in routine and emergency situations, and traffic control at vehicle accidents, fires, community events.

SHERIFF

- \$5.6 million labor budget
- 18 staff – includes 5 Special Assignment Deputies
 - 1 previously assigned to high school
 - 4 assigned to community needs
- Scheduling and coverage
 - 13 deputies covering 40hr/week, 7 days/week Sunday thru Saturday
 - 5 deputies 40hr/week, 4 days/week Monday thru Thursday/flexible schedule



FIVE YEAR BUDGETED SHERIFF COSTS

	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
General Law Enforcement	4,206,224	4,314,360	4,526,192	4,778,220	4,847,676
School Based Program	87,832	98,265	187,904	201,220	204,616
Liability Insurance	437,778	453,008	518,551	572,636	555,752
Operating Equipment	69,650	9,300	9,300	4,650	4,650
Base Contract Total	4,801,484	4,874,933	5,241,947	5,556,726	5,612,694
Additional Discretionary	305,510	310,897	303,000	67,530	41,000
Grand Total	5,106,994	5,185,830	5,544,947	5,624,256	5,653,694
Number of Personnel	17.5	17.5	17.5	18.0	18.0

5 Year increase of \$549,700– 10.7%

INCREASING SHERIFF COVERAGE

Current Staffing

- 17 Patrol Deputies: \$5,380,920
- 1 School Resource Officer: \$224,124
- 18 Total Officers \$5,612,694
- Option 1: Reassign School Resource Deputy to Community Needs
 - Salary & Benefits \$227,124 (Lose \$100,000 from district)
 - Patrol Vehicle 0 (included)
 - Total \$227,124 (\$227,124 On-going)
- Option 2: One Additional Deputy – First Year Cost
 - Salary & Benefits \$227,124 (first year discounted)
 - Patrol Vehicle 91,726 (one-time only)
 - Total \$318,850 (\$329,670 on-going)
- Option 3: New Sergeant – First Year Cost
 - Salary & Benefits \$312,000 (no discount)
 - Patrol Vehicle 93,726 (one-time only)
 - Total \$405,726 (\$312,000 ongoing)

CODE ENFORCEMENT

Current Staffing

- TOTAL: \$389,423
 - General Fund \$245,423
 - CDBG \$100,000
 - Rubio Grant (2 PT officers) \$44,000
- 3 FT Officers
- 2 PT Officers (Temp - Grant)
- Specific duties and coverage
 - 3 FT officers 40 hours/week
 - 2 PT officers 19 hours/week
 - Monday – Sunday (8am -7pm)



PUBLIC SAFETY OFFICERS

Current Staffing

- TOTAL: \$127,816
 - General Fund \$105,816
 - Rubio Grant (1 PT officer) \$22,000
- 1 FT Officer
- 3 PT Officers
- 1 PT Officer (Temp – Grant)
- Specific duties and coverage
 - 1 officer 40 hours/week
 - 4 PT officers 19 hours/week
 - Monday – Sunday (8am - 7pm and 12am – 7am)



INCREASING CODE ENFORCEMENT & PUBLIC SAFETY OFFICERS

■ Current Staffing:

■ 3 FT & 2 PT CEO:	\$389,423
■ 1 FT & 4 PT PSO:	<u>\$127,876</u>
■ 4 FT & 6 PT Officers TOTAL:	\$517,299

■ FY 21-22 Staffing (assuming no additions – expired grant revenue):

■ 3 FT CEO:	\$345,423
■ 1 FT & 3 PT PSO:	<u>\$105,876</u>
■ 4 FT & 3 PT Officers TOTAL:	\$451,299

■ Personnel Additions and Reclassification Requests:

■ Department Clerk	\$68,882
■ FT PSO to CEO	\$33,080
■ PT to FT PSO	\$24,414 (Grant ends 6/30/21)
■ PT to FT CEO	<u>\$84,337</u> (Grant ends 6/30/21)
TOTAL	\$210,713

ADDITIONAL BUDGET ADJUSTMENTS OPTIONS BEFORE ADOPTION

Option 1: Reassign School Resource Deputy, add Sergeant, add Personnel

Total Cost Increase \$716,439 (\$622,713 On-going)

Option 2: Reassign School Resource Deputy, add Personnel

Total Cost Increase \$310,713 (\$310,713 on-going)

Option 3: Reassign School Resource Deputy, no additional Personnel

Total Cost Increase \$100,000 (\$100,000 ongoing)

FOLLOW UP CLARIFICATION - MULE AKA – UTILITY MAINTENANCE VEHICLE



Budget Amount \$15,000

- The Mule is a utility maintenance vehicle for transportation of maintenance personnel and equipment.
- The budgeted model is a “green” version. That is designed for clean and efficient operation.
- The model selected will include an equipment rack for shovels and tools. There will also be a roof for sun protection for employees.
- This purchase replaces an older model that is over 10 years old and will be retired.

FOLLOW UP CLARIFICATION TIME CLOCK FOR CITY CLERK



Budget Amount \$1,000

- The City Clerk receives all Public Works bids and RFP responses for safekeeping until the official bid opening.
- Responses are time and date stamped upon receipt.
- Late responses after the closing date and time are not eligible for evaluation and award.
- The time and date stamping is documented proof of the timing of the receipt of a bid or RFP response.

RESOLUTION NO. 21-42

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING
THE FISCAL YEAR (FY) 2021-22 ANNUAL BUDGET

WHEREAS, the City of South El Monte (the “City”) finds it desirous to adopt an overall City Budget consisting of the General Fund, Special Revenue Funds, and Capital Improvement Projects for the 2021-22 fiscal year; and

WHEREAS, the City held General Fund Budget, Special Revenue Fund, and Capital Improvement Project review sessions open to the public on May 25, June 8, and June 22, 2021; and

WHEREAS, the City has made changes to the City Manager’s Recommended FY 2021-22 General Fund Budget and Special Revenues Funds Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals, and each of them, are true and correct.

Section 2. The City Manager’s Recommended FY 2021-22 General Fund Budget, Special Revenue Funds Budget, Capital Improvement Projects modified by the City Council as set forth in Exhibit “B”, is hereby approved as the City of South El Monte FY 2021-22 Annual Budget.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 22nd day of June 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 21-42 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 22nd day of June 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
19.a.**

DATE: June 22, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR
SUCCESSOR AGENCY MEETING MINUTES - MAY 25,
2021

SUMMARY: Staff seeks Agency Board approval of the Minutes of the May 25, 2021 meeting.

RECOMMENDATION: Staff recommends the Agency Board approve the Regular Successor Agency Meeting Minutes of May 25, 2021.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENTS:

[5-25-21 DRAFT SA Minutes.docx](#)

**CITY OF SOUTH EL MONTE
REGULAR SUCCESSOR AGENCY MEETING - MINUTES
TUESDAY, May 25, 2021**

At 9:15 p.m. Mayor Olmos recessed the Regular City Council meeting and reconvened to the Successor Agency meeting.

15. ANNOUNCEMENT BY THE CITY CLERK (PRIOR TO CONVENING THE SUCCESSOR AGENCY MEETING)

Pursuant to Government Code Section 54952.3, the City Clerk will announce that Board Members do not receive any compensation or stipend for attending the Successor Agency meeting.

16. ROLL CALL

Chairperson Olmos called the meeting to order at 9:15 p.m.

PRESENT: Board Member(s) (via Zoom Webinar): Acosta, Delgado, Retamoza, Vice Chairperson Angel, and Chairperson Olmos.

STAFF PRESENT (via Zoom Webinar): Rachel Barbosa, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary and Robert Molina, Interim Deputy City Clerk.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Zoom Webinar was provided for the Public.

17. APPROVAL OF AGENDA

A motion was made by Board Member Acosta seconded by Board Member Retamoza to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Delgado, Retamoza, Vice Chairperson Angel, and Chairperson Olmos.

NAYS: None

18. PUBLIC COMMENTS – None.

19. CONSENT CALENDAR

A motion was made by Board Member Retamoza, seconded by Board Member Acosta to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Delgado, Retamoza, Vice Chairperson Angel, and Chairperson Olmos.

NAYS: None

19.a. Approved the Regular Successor Agency Meeting Minutes of April 27, 2021.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 9:17 p.m. Chairperson Olmos adjourned the meeting.

Donna G. Schwartz, CMC, Secretary

Gloria Olmos, Chairperson



Successor Agency Agenda Report

Agenda
Item No.
19.b.

DATE: June 22, 2021

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK SUCCESSOR AGENCY MEETING DATES
FOR MONTH OF AUGUST 2021

SUMMARY: Each year during the month of August, the Successor Agency Board takes a recess and does not hold meetings. If there is a need, a special meeting can be held during the month of August.

RECOMMENDATION: Staff recommends the Successor Agency Board approve "going dark" on Tuesday, August 24, 2021.

FISCAL IMPACT: None.

ATTACHMENTS: