

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



Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

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

AGENDA

September 28, 2021, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

*****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.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Meeting ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

For both open and closed session each speaker will be limited to five minutes. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. This is the only opportunity for public input except for scheduled public hearing items. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

IMPORTANT NOTICE

The City of South El Monte live streams the City Council Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes> after the meetings, recordings are immediately posted. **NOTE:** Your attendance at this public meeting may result in the streaming and recording of your image and/or voice

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 read during public comment and made part of the record.

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 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

Jeremy Kuba, Valley Community Church, El Monte

4. PRESENTATIONS

4.a. "Certificates of Appreciation," Presented to Leo Briones and Finishing Trades Institute of District Council 36

4.b. Presentation by Tom Love, General Manager and Director Ed Chavez from the Upper San Gabriel Valley Municipal Water District on State-Wide Drought and Water Resources in the Main San Gabriel Basin

4.c. Sheriff's Department Report for the Month of August

4.d. Code Enforcement and Public Safety Department Report for the Month of July and August 2021

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 THE REGULAR CITY COUNCIL MEETING MINUTES SEPTEMBER 14, 2021

Staff is requesting approval of the Minutes of the September 14, 2021 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of September 14, 2021

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-57, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 15, 2021, THROUGH SEPTEMBER 28, 2021

Authorizing payment of City expenditures for the period of September 15, 2021 through September 28, 2021 totaling \$753,422.01.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-57, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-58, TO ENTER INTO A FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES (SAFE CLEAN WATER PROGRAM) FOR THE MERCED AVENUE GREENWAY IMPROVEMENT PROJECT

The passage of the County of Los Angeles Measure W (Safe Clean Water Program) in 2018 created a comprehensive, regional plan and funding resource to address how to capture water, and how to reduce reliance on imported water. As part of the FY 21-22 funding cycle, the City of South El Monte applied for and was awarded \$3.2 million to construct Phase I of the Merced Ave Greenway (1/2-mile southern residential corridor) between Rush St and Lerma Rd. Prior to the County of Los Angeles executing a funding agreement, the City is required to adopt a resolution authorizing a representative to sign the funding agreement, amendments, and requests for disbursement on behalf of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Authorize City Manager or designee to execute agreement with the County of Los Angeles under the Safe Clean Water Program; and
2. Adopt Resolution No. 21-58.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION OF ORDINANCE NO. 1254 AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20 "POSTING OF OFFICIAL NOTICES," SECTION 1.20.010 "LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

The current code needs to be amended to replace one location for another and updating the requirements for posting of official notices.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1 "General Provisions," Chapter 1.20 "Posting of Official Notices," Section 1.20.010 "Locations for Posting of Official Notices."

9.b. CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR A CATERER WHO WILL PREPARE COST EFFECTIVE AND QUALITY CONGREGATE AND HOMEBOUND MEALS FOR SENIORS SERVED THROUGH THE CITY OF SOUTH EL MONTE'S ELDERLY NUTRITION PROGRAM

Staff seeks City Council approval to solicit written proposals from Caterers who are on the Los Angeles County Community and Senior Services Area Agency on Aging Senior Nutrition Programs Approved Caterers List to provide cost effective and quality meals for the Congregate and Homebound Meals programs for the Senior Nutrition Program.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from Caterers who are pre-approved by the Los Angeles County Community and Senior Services Area Agency on Aging to provide meals for the Congregate and Homebound Meal programs.

Item 9.c. on next page...

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-59, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO ALTA PLANNING AND DESIGN, INC. FOR THE ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN

On June 14, 2021, Request for Proposals (RFP) to Provide Professional Services to Prepare Rosemead Boulevard Corridor Enhancement Plan was solicited. The project will study and conceptualize the City of South El Monte's Rosemead Boulevard, a major arterial road, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. The resulting plan will help the City create a safe multi-modal corridor that will connect residents and businesses throughout the City as well as to the Whittier Narrows Recreation Area that borders the City's southwestern City limits.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-59, awarding a professional services agreement to Alta Planning and Design, Inc. to prepare the Rosemead Blvd Corridor Enhancement Plan, in the amount of \$270,941.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-60, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO CR ASSOCIATES AND RESOLUTION NO. 21-61, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO TRANSTECH ENGINEERS, INC. FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

On June 2, 2021, Request for Proposals (RFP) to Provide Design Phase Engineering Services and Program Management Services for Civic Center and Interjurisdictional Bicycle Lanes Project (Metro CFP# F5516) were solicited. The project includes installation of bicycle and pedestrian mobility improvements including installation of a combination of protected bike lanes (Class IV-cycle track) and bike route (Class III), center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture (bus shelter, bike racks, trash bins, etc.), bike and pedestrian signage, roadway rehabilitation, striping and related improvements along Santa Anita Avenue and Tyler Avenue. The project limits are Santa Anita Avenue from Merced Avenue/Fawcett Avenue to Tyler Avenue; and Tyler Avenue from Santa Anita Avenue to Klingerman Street.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 21-60, Awarding PSA agreement to CR Associates for design phase engineering services for the preparation of PS&E (Plan, Specifications and Estimates), in the amount of \$392,100; and
2. Adopt Resolution No. 21-61, Awarding PSA agreement to Transtech Engineers, Inc. for program management services including management of design consultant, review of plans, fund management, construction management, contract administration, in the amount of \$478,655.

GENERAL BUSINESS (CONTINUED)

9.e. CONSIDERATION FOR AUTHORIZATION TO SEEK A REQUEST FOR PROPOSAL (RFP) FOR A COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY

Staff seeks City Council approval to solicit written proposals from qualified firms in order to conduct a comprehensive classification and compensation study to review and update personnel classifications and compensation levels. Such a study is conducted to re-examine the responsibilities, salary and work performed by various positions. The study's purposes are to update job descriptions, classify the positions according to a uniform factor point analysis standard, survey the market of comparable communities to determine representative rates of compensation, to develop and recommend a competitive pay schedule, and create a pathway for career growth.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms for a classification and compensation study.

9.f. STATE AUDITOR ANNUAL FINANCIAL RISK ASSESSMENT RESULTS

The California State Auditor has the mission to improve California government by identifying cities that are at high risk for the potential of waste, fraud, abuse, or mismanagement, or that have major challenges associated with their economy, efficiency, or effectiveness. Financial risks are evaluated by performing an annual risk assessment on all the cities in the State based upon audited financial statements. Key performance indicators are developed that assess the financial health of all cities within the state, with each participating city receiving numerical scores on ten key financial metrics. South El Monte received a favorable rating and is considered Low Risk. However, there were five of the ten risk assessment areas where there is an opportunity to strengthen the City's financial standing. These five areas for improvement are presented with strategies to address them to further enhance the City's financial health.

RECOMMENDED ACTION: Staff recommends City Council discuss the State Auditor's assessment results and strategies to further strengthen the City's financial condition.

Item 9.g. on next page...

GENERAL BUSINESS (CONTINUED)

9.g. CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR FINANCIAL ADVISORY SERVICES FOR PENSION OBLIGATION BONDS

Staff seeks City Council approval to solicit proposals from qualified firms to perform financial advisory services relative to evaluating and securing Pension Obligation Bonds to address the \$8.2 million unfunded CalPERS pension liability. The selected financial advisory firm will develop pension funding strategies and provide debt issuance services that will result in cost savings by lowering interest rate costs and allow the City to pay off the debt over a shorter period of time.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for financial advisory services to solicit qualified financial advisory firms to address the City's unfunded CalPERS pension liability. This will entail development of funding strategies and debt issuance services. The implementation will provide lower interest payment costs and a shorter loan payoff period.

9.h. CONSIDERATION FOR AUTHORIZATION TO PURSUE VARIOUS OPTIONS FOR THE IMPLEMENTATION OF AN OTHER POST EMPLOYMENT BENEFITS (OPEB) TRUST ACCOUNT TO FUND RETIREE MEDICAL COSTS

The City is examining the implementation of an Other Post-Employment Benefits (OPEB) Section 115 Trust Fund for the management and funding of retiree health care costs. The City currently has a \$1.6 million OPEB liability with no funds set aside to meet these future employee obligations. This unfunded OPEB liability was identified by the State Auditor as a high risk deficiency that needs to be addressed to strengthen the City's fiscal health. The utilization of the City's actuary will assist in developing the funding requirements and strategies for payment of the obligation. Staff will examine OPEB funding trust advisors for funding strategies, historical results, and management costs to administer an OPEB Trust Fund. Staff will come back with recommendations for implement of an OPEB Section 115 Trust Fund.

RECOMMENDED ACTION: Staff recommends City Council to review and authorize staff to proceed with examining various service providers and strategies to implement an OPEB Trust Fund and come back to Council with recommendations.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion on Potential Facilities Bond or other Finance Opportunities to Enhance our Existing Public Structures

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.

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 SUCCESSOR AGENCY MEETING MINUTES OF JULY 27, 2021

Staff is requesting approval of the Minutes of the July 27, 2021 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of July 27, 2021

- 20. EXECUTIVE DIRECTOR'S AGENDA - None
- 21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING
- 22. RECONVENE AND ADJOURN COUNCIL MEETING

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 the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 23rd day of September, 2021.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: "Certificates of Appreciation," Presented to Leo Briones and Finishing Trades Institute of District Council 36

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rachel Barbosa, City Manager

SUBJECT: Presentation by Tom Love, General Manager and Director Ed Chavez from the Upper San Gabriel Valley Municipal Water District on State-Wide Drought and Water Resources in the Main San Gabriel Basin

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

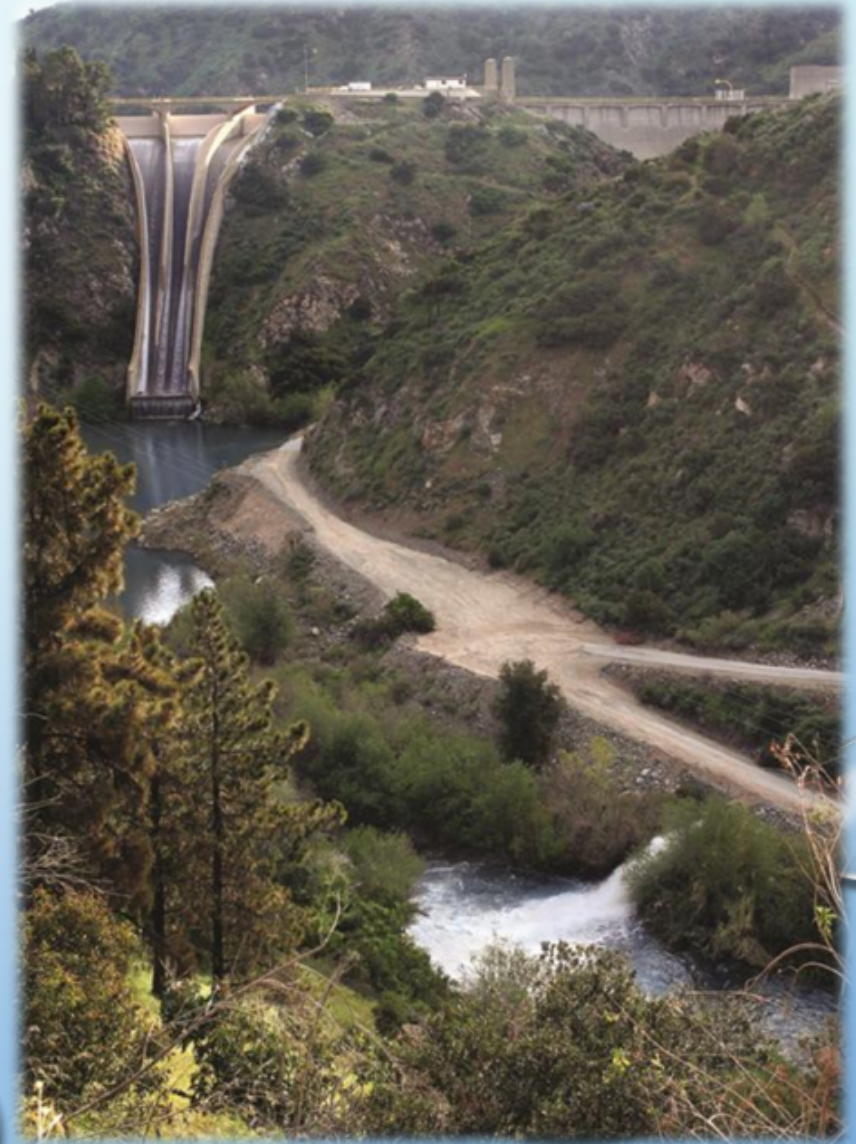
A. Presentation

UPPER SAN GABRIEL VALLEY MWD

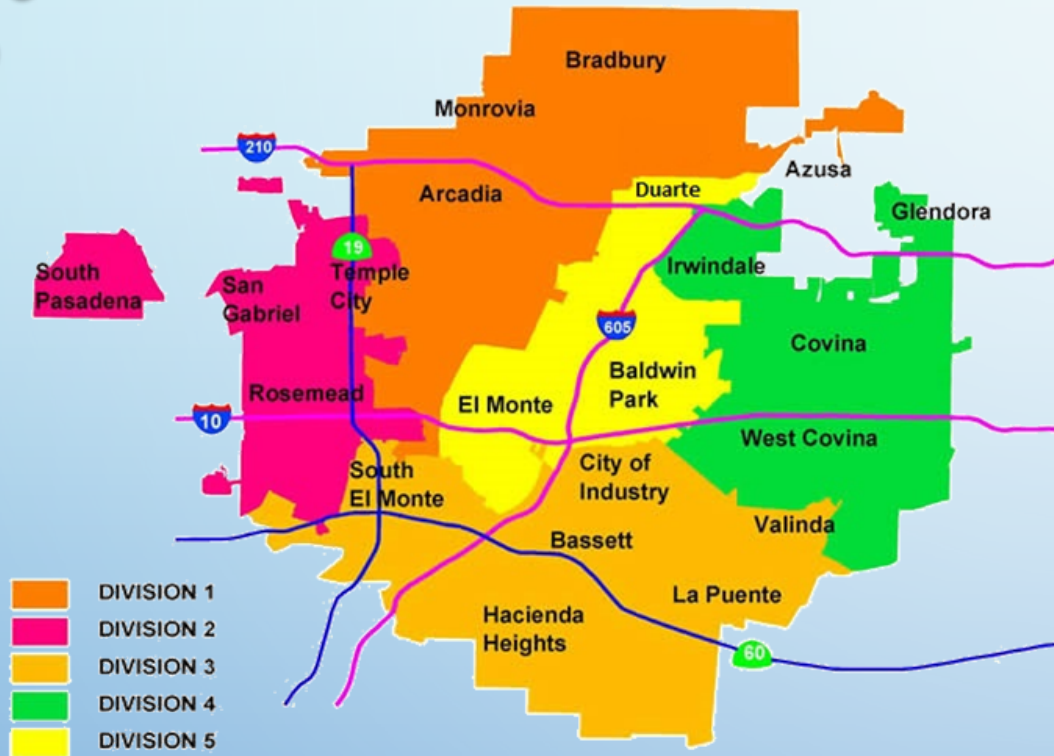
WATER SUPPLY AND CONSERVATION UPDATE

CITY OF SOUTH EL MONTE

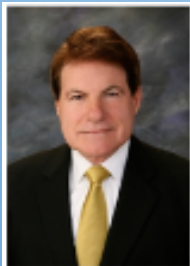
9/28/21



UPPER DISTRICT BACKGROUND



- Special district formed in 1960 to provide supplemental water to San Gabriel Valley communities
- Metropolitan Water District member agency
- Service Area: 144 square miles & 18 cities
- Population Served: 950,000
- Water Retailers: 26
- Imported Water Delivery: 30,000 acre feet/yr.



Division 1,
Director
Anthony
Fellow



Division 2,
Director
Charles
Trevino



Division 3,
Director
Ed Chavez

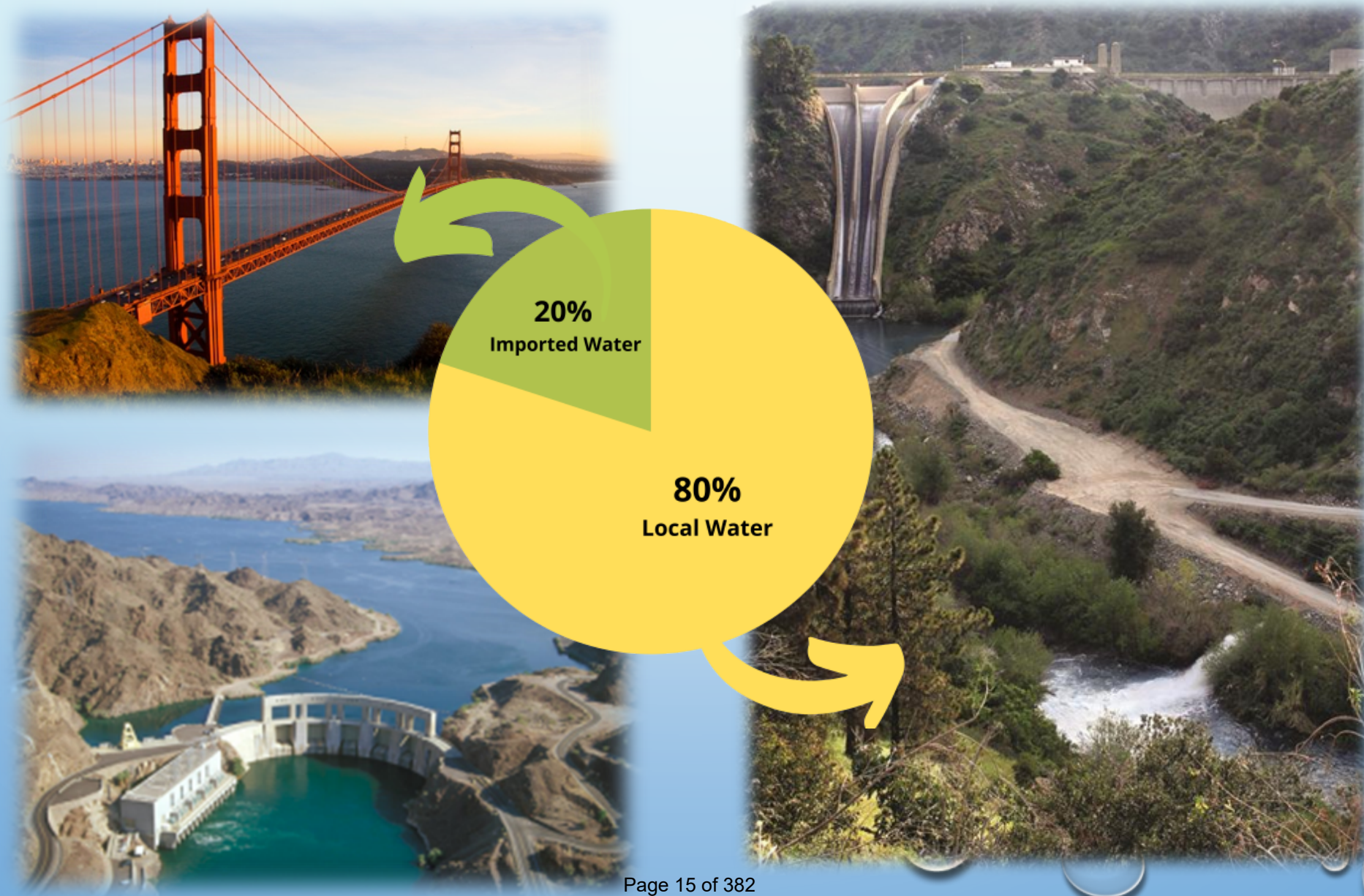


Division 4,
Director
Katarina
Garcia



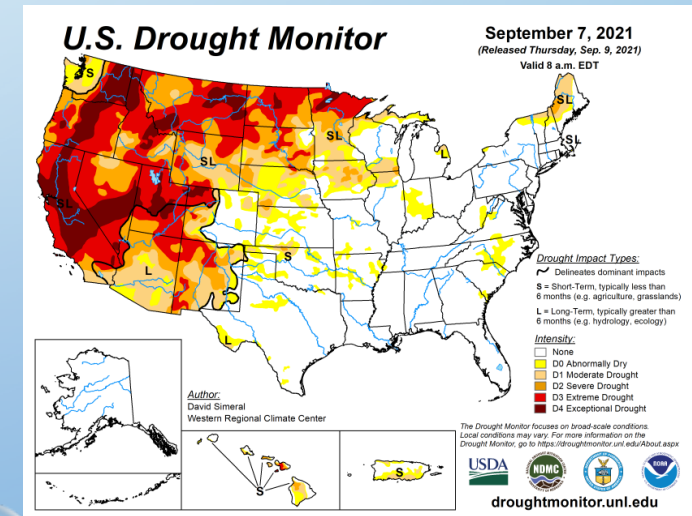
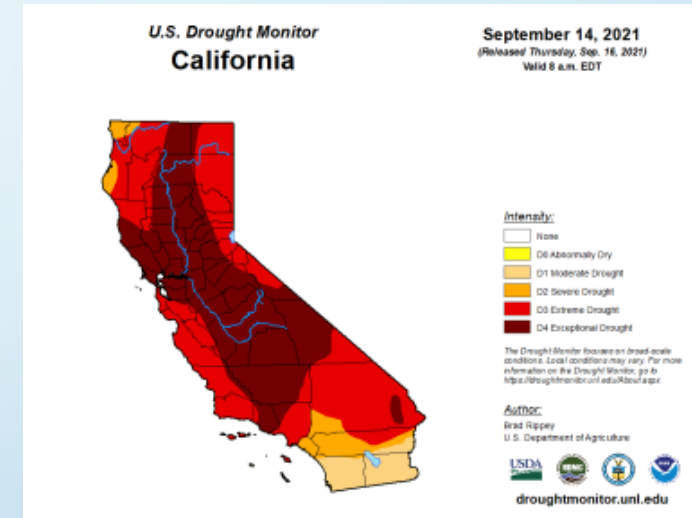
Division 5,
Director
Jennifer
Santana

WHERE DOES OUR WATER SUPPLY COME FROM?



DROUGHT CONDITIONS THROUGHOUT CA

- California has experienced many periods of drought and weather extremes due to climate change.
- DWR marks 2021 as third-driest year on record.
- 50 out of 58 counties under an emergency drought declaration. MWD service area not included. Voluntary 15% water use reduction.
- MWD Board declared a Water Supply Alert.



UPPER DISTRICT RESPONDS TO DROUGHT

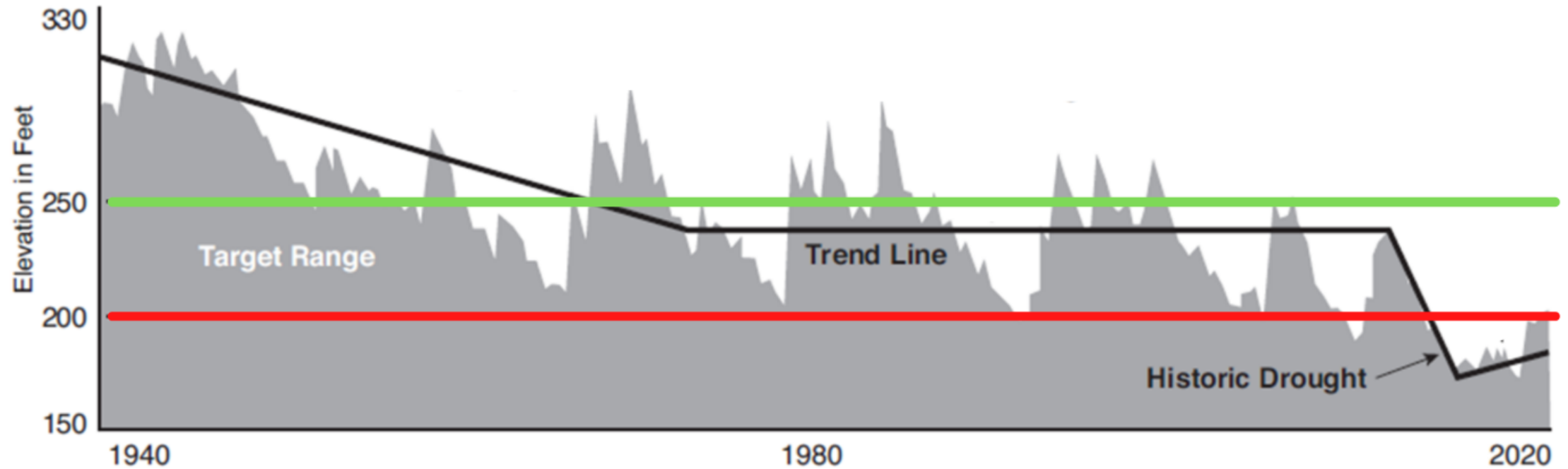
- Upper District Board of Directors activated Level 2 of the Water Shortage Contingency Plan.
- Upper District's actions:
 - Expand public information and education
 - Implement a district-wide communications plan to encourage voluntary water reductions from residents
- Goal is to improve regional water reliability and preserve water storage reserves.



BALDWIN PARK KEY WELL

Current Elevation: 185.8 ft
(as of September 17, 2021)

Historic High: 295.3 ft. (July 20, 1983)
Historic Low: 169.4 ft. (Nov. 21, 2018)



DROUGHT PROOFING THE BASIN

Storage Reserves

- Local groundwater storage – 100,000 AF
- MWD storage – 2.5 M AF

MWD's Regional Recycled Water Project

- Up to 150 million gallons per day
- Enough water for over 500,000 homes
- One of the largest programs of its kind

Delta Conveyance Project

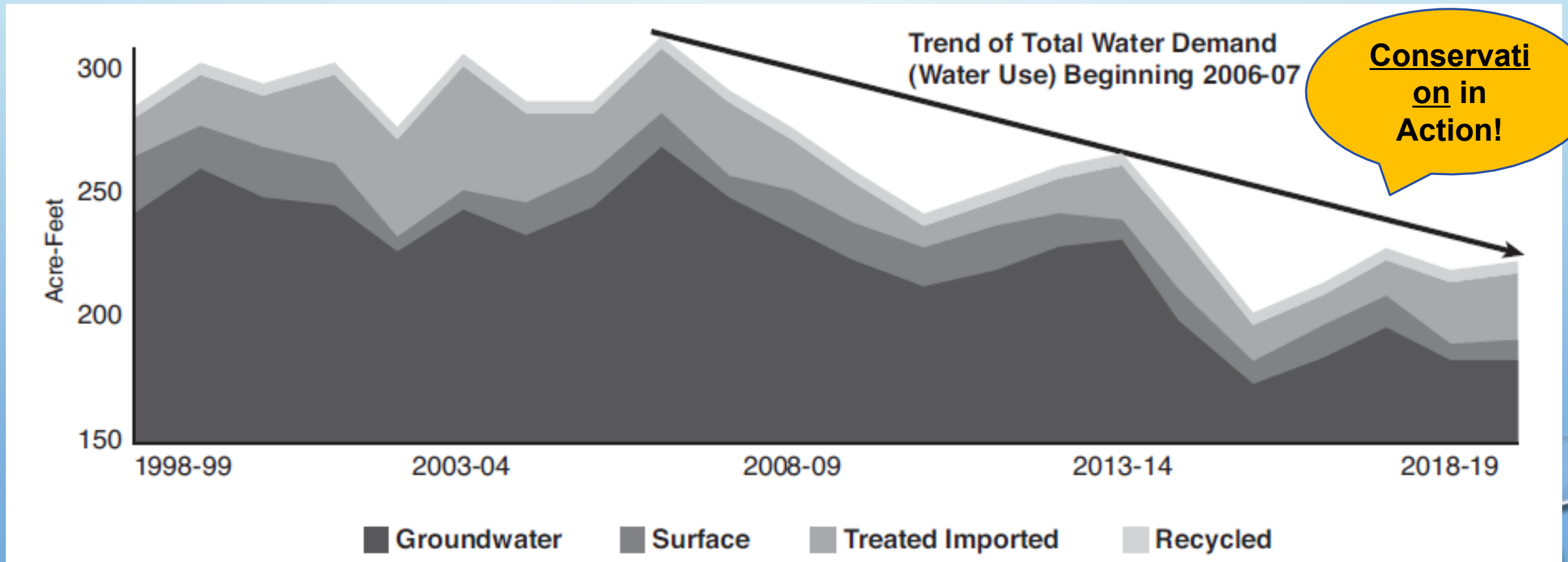
- MWD & UD Board supported in 2017
- Modernize, repair, and protect California's aging water delivery system



LONG-TERM WATER EFFICIENCY REMAINS A WAY OF LIFE

WATER USAGE IN THE SAN GABRIEL VALLEY

Since the last drought, there was a 25% reduction in water usage thanks to conservation efforts made by the residents of the San Gabriel Valley.



ENCOURAGING CONTINUED CONSERVATION

Drought Webpage

- Drought Fact Sheets & Conservation Collateral
- www.upperdistrict.org/drought/

Keep Calm Conserve On

- Social media posts and flyers made available to cities to adapt and utilize

Water Saving Resources

- MWD rebates available at bewaterwise.com
- Water Smart Videos – available online (in Mandarin/Spanish)

SGV Water Smart Home Program

- Direct install program for a variety of water efficient devices for the home, targeting DACs



CURRENT WATER EDUCATION PROGRAMS

Water Education Grant Program

- Grants up to \$1,000 for K-12th grade classroom or school projects.
- Now accepting applications.
- **Deadline is November 12, 2021.**

Sustainable Watershed Education Program

- Partnership with Discovery Science Cube
- Free to all schools in UD service area, grades 4th -7th
- Reformulated to offer interactive online program option



QUESTIONS

Director Ed Chavez
Board President, Division 3

Tom Love
General Manager
tom@usgvmwd.org
www.upperdistrict.org



BACK UP SLIDES

CURRENT WATER SUPPLY CONDITIONS

Imported Water

Colorado River

- Snowpack Peak: 88% of normal
- Runoff Forecast: 32% of normal
- Shortage Allocation: 2022

State Water Project - Imported Water

- Snowpack Peak: 72% of normal
- Runoff Forecast: 38% of normal
- SWP Allocation: 5%

Local Water - SGV Watershed

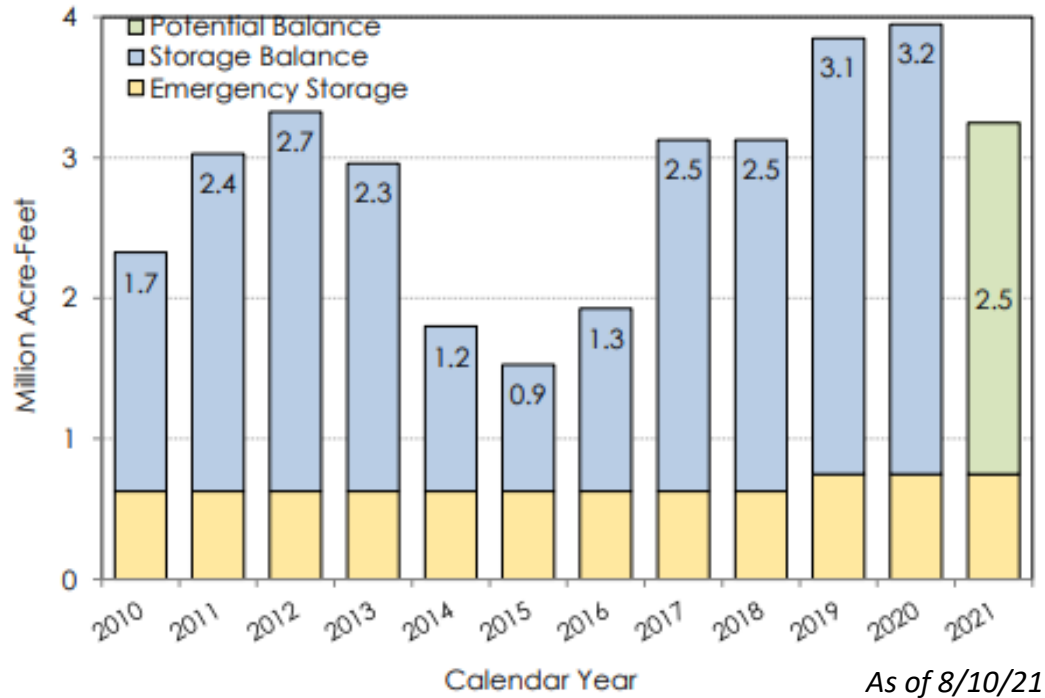
- Rainfall: 6.43 inches, 35% of normal
(Normal = 18.17 inches)
- Over 95% of stormwater captured in the SGV every year



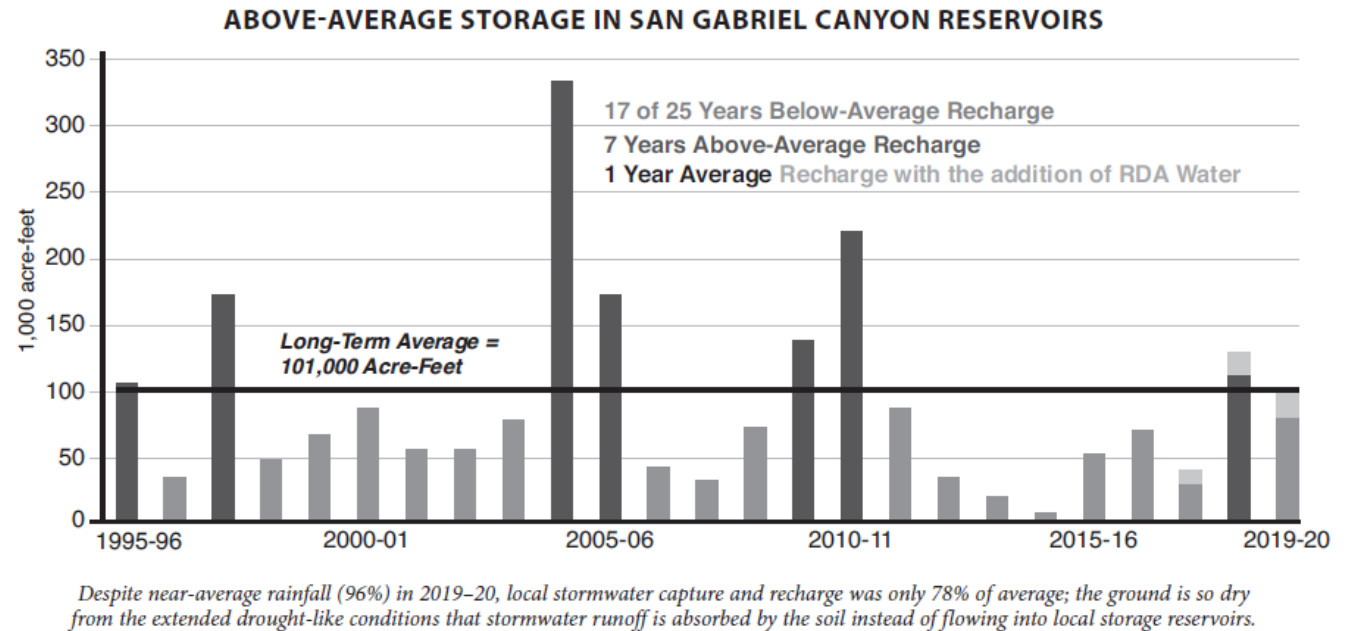
Data as of 9/1/21

STORAGE RESERVES

MWD Storage Reserves



Local Reserves





City Council Agenda Report

Agenda Item No. 4.c.

DATE: September 28, 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 August

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. August Crime Statistics

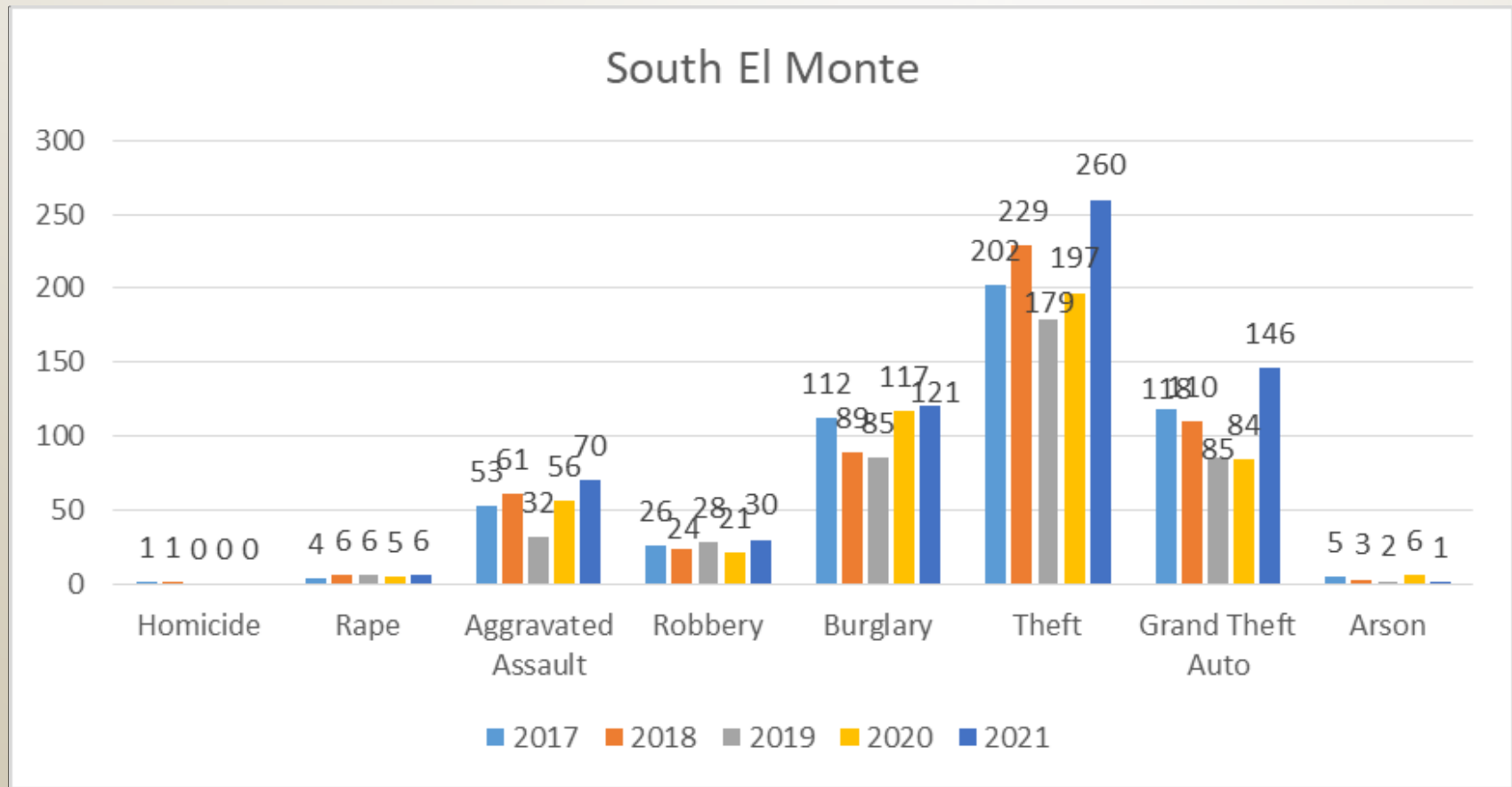
South El Monte August 2021

Crime Statistics



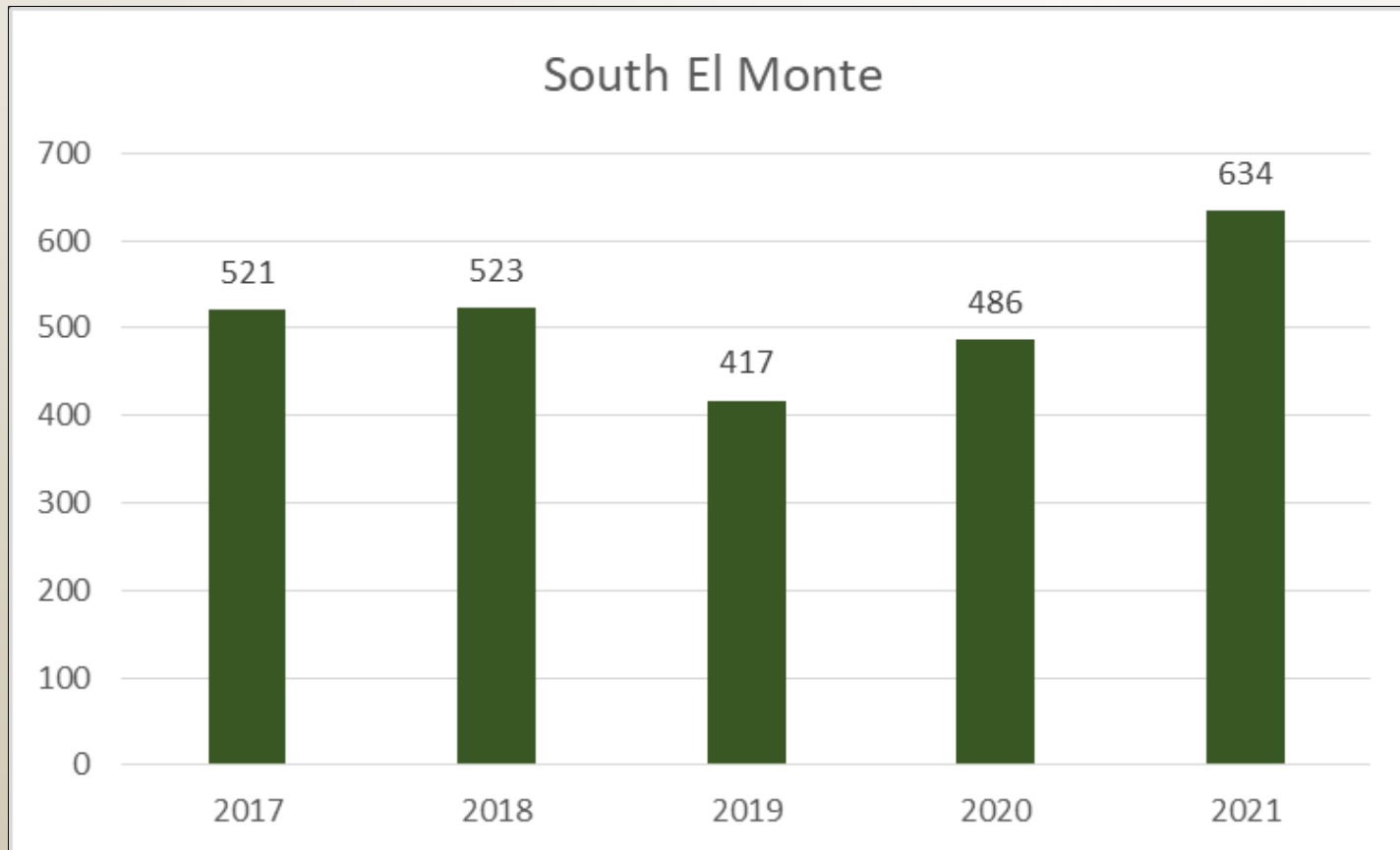
South El Monte

Part I Crime Statistics – August 2021



South El Monte

Part I Crime Statistics – August 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	0	0					0
Rape	2	1	1	0	-1	1	2	0					6
Aggravated Assault	13	15	7	3	5	11	9	7					70
Robbery	5	1	4	3	3	6	5	3					30
Burglary	10	14	19	19	14	21	12	12					121
Theft	36	32	38	15	26	47	42	24					260
Grand Theft Auto	17	22	13	21	15	20	25	13					146
Arson	0	0	0	0	0	1	0	0					1
Total	83	85	82	61	62	107	95	59	0	0	0	0	634

South El Monte	
Res Burg	8
Other Burg	113
Petty Theft	78
Grand Theft	99
Theft from Vehicle	83

YTD 8/31

South El Monte	2020	2021
Arrests	1333	1119



City Council Agenda Report

Agenda Item No. 4.d.

DATE: September 28, 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 July and August 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 July and August 2021.

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement Report

City of South El Monte



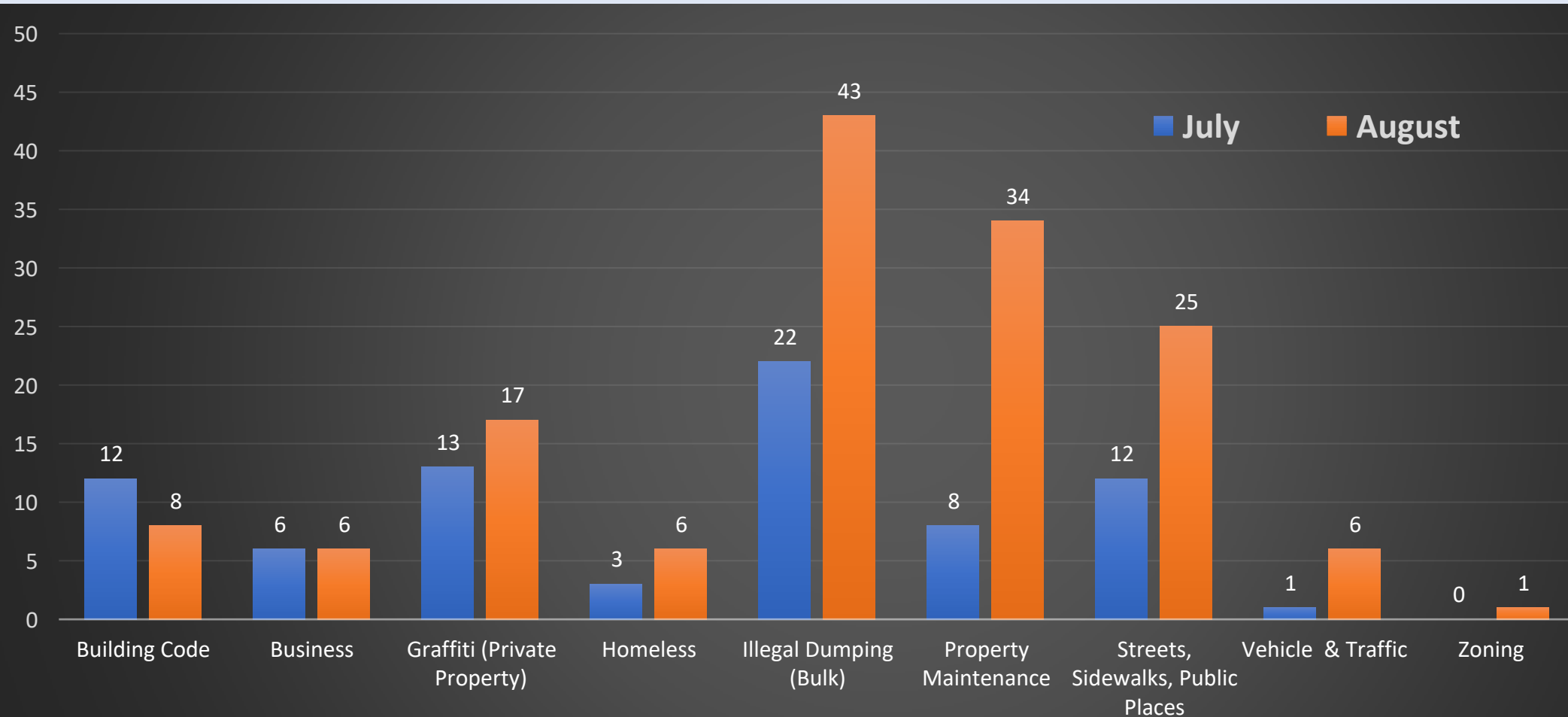
Code Enforcement Report

July & August 2021 Recap

Colby Cataldi, Director
Community Development/Public Works

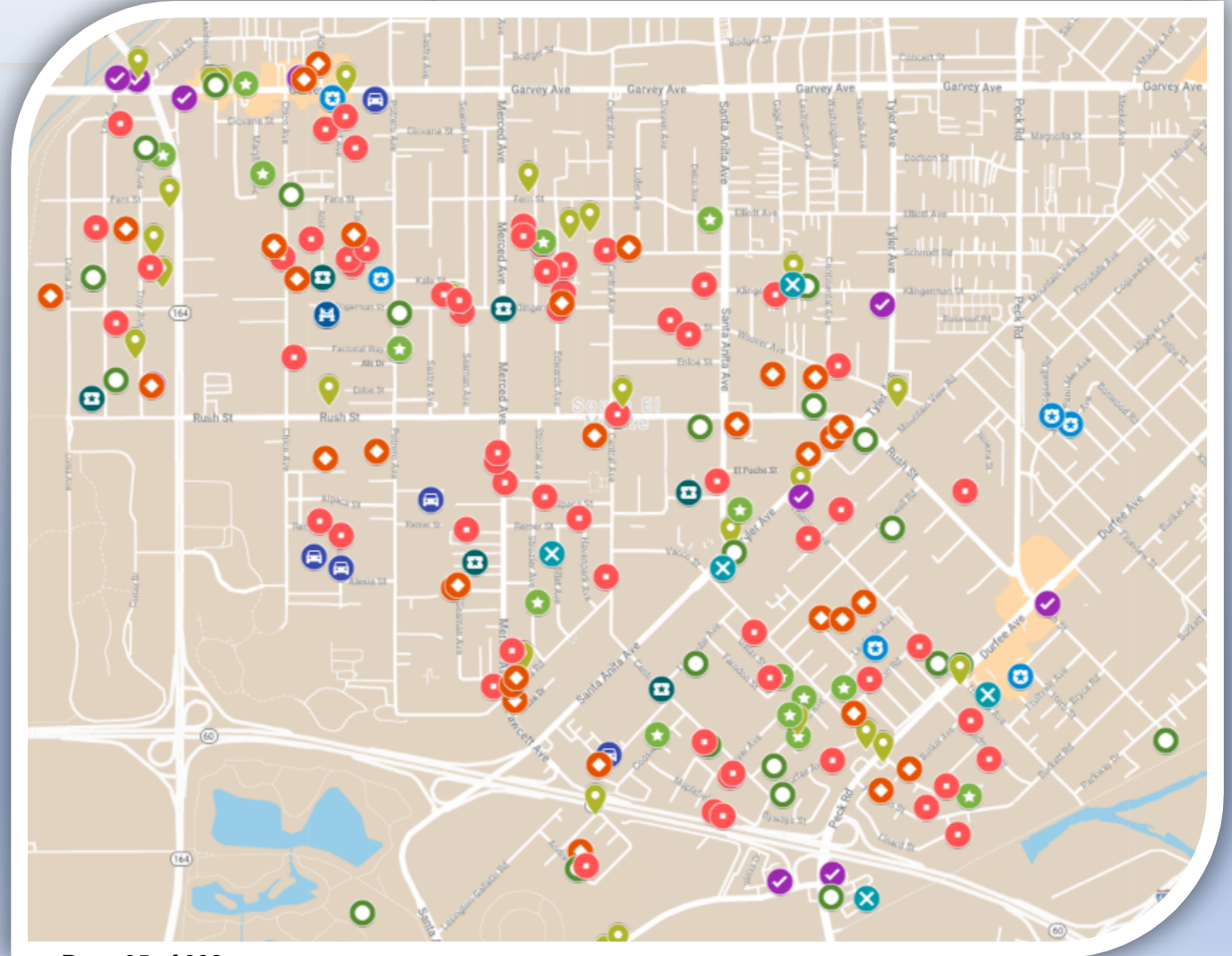
CODE ENFORCEMENT CASES

JULY – 77 AUGUST - 146



CODE CASES BY LOCATION

	Illegal Dumping.....	65
	Property Maintenance.....	42
	Graffiti (private prop).....	30
	Streets, Sidewalks, Public Prop.....	23
	Building Code.....	20
	Business License.....	12
	Homeless.....	9
	Health and Safety / Public Nuisance.....	8
	Vehicle / Traffic.....	7
	Parking Citations.....	6
	Zoning.....	1



CODE ENFORCEMENT SERVICE AREAS and LEADS

Health/Safety
Public Nuisance

Officer Martinez

Graffiti
Streets, Sidewalks,
Public Property

Officer Vo

Illegal Dumping/Bulk
Property Maintenance

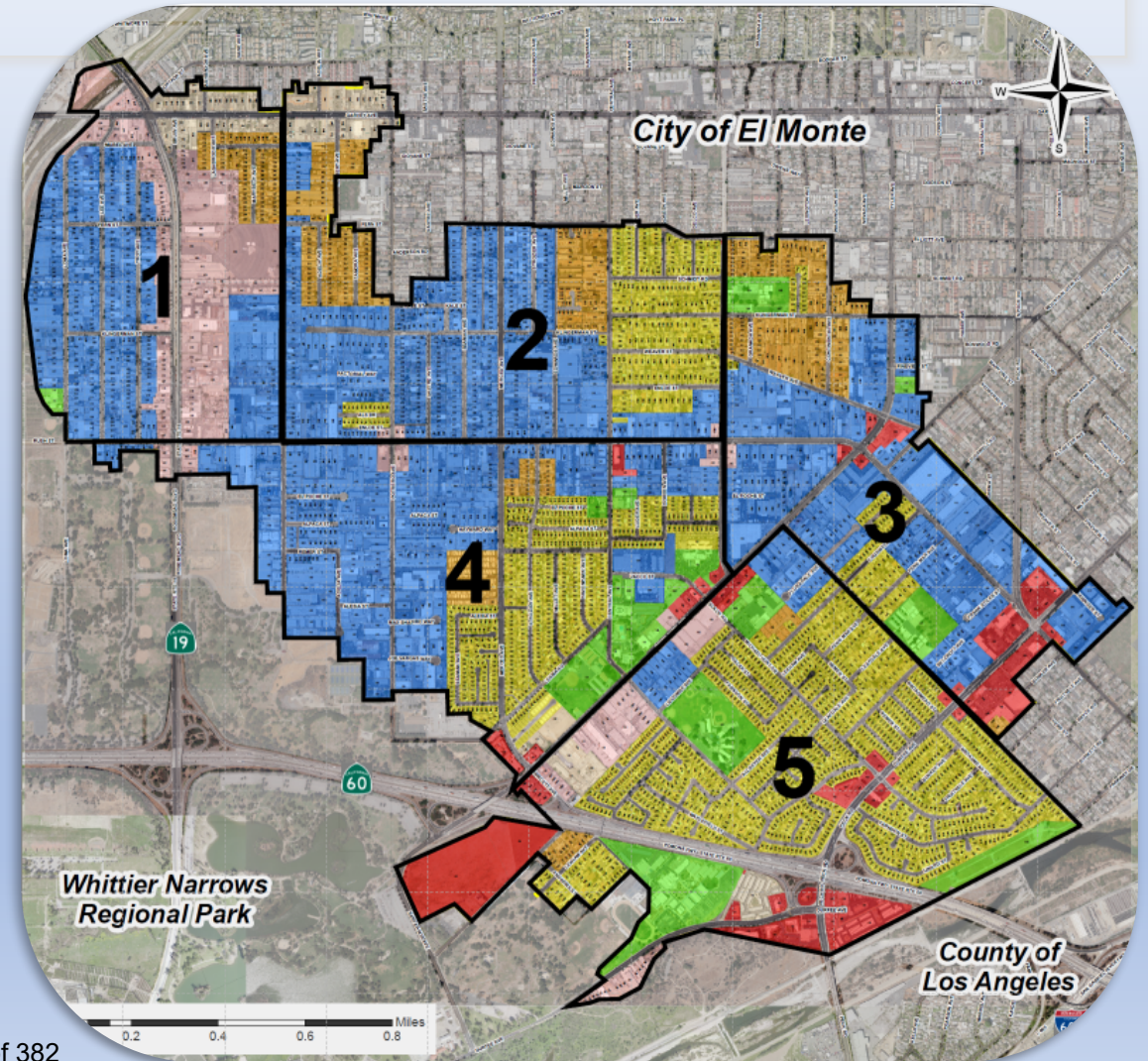
Officer Torres

Business License
Cannabis

Officer Alvarez

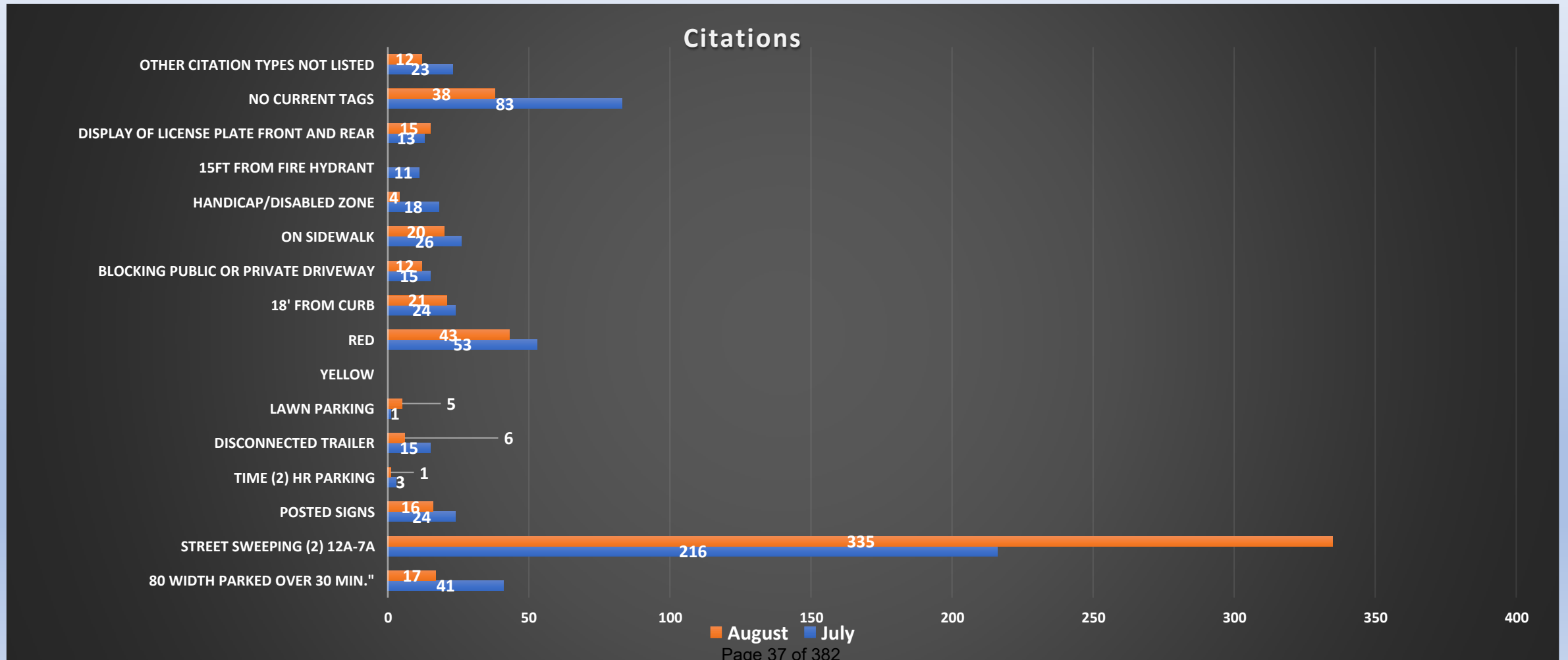
Building/Zoning Code

Officer Rodriguez



PARKING CITATIONS

JULY – 566 AUGUST - 545



UPDATED CITATION FORM

- Increased size from 2"x 6" to 3"x 8"
- Font from light Grey to **BOLD**
- Benefit: add clarity for the customer

IMPORTANT NOTICE

You have been charged with a violation(s) of local parking regulations and/or California Vehicle Code, regulating the parking of motor vehicles.

Payment must be made within 21 days from the issue date or 14 days from the Notice of Delinquent Parking Violation.

DO NOT MAIL CASH.

To Contest this Citation:

You may contest this citation online within 21 calendar days of issuance or 14 calendar days from the Notice of Delinquent Parking Violation mailing. You must provide a complete mailing address, reason for requesting a review and include copies of all documentation relating to the citation and appeal. You will be notified by mail of the result of your Administrative Review.

Registration and Equipment Violations:

The Certificate of Correction below may be completed by either a law enforcement officer, Department of Motor Vehicles, or a certified inspection station. **REMIT PROOF OF CORRECTION AND \$10.00 FOR EACH VIOLATION.**

CERTIFICATE OF CORRECTION	
Date Corrected	Section(s) Cleared
Certification by (Name and ID#)	Agency, DMV or Official Station

Failure to Pay the penalty or contest this citation within 21 calendar days of issuance or 14 days from the Notice of Delinquent Parking Violation mailing date may result in an increase in penalties and ultimately a refusal by the Department of Motor Vehicles to renew your vehicle registration (4760 CVC).

IMPORTANT NOTICE

You have been charged with a violation(s) of the Municipal Traffic Ordinance and/or California Vehicle Code regarding the parking of vehicles as shown on the reverse side of this citation.

TO PAY YOUR TICKET:

Payment must be made within 21 days from the ticket date or 14 days from the Notice of Delinquent Violation. Send the proper amount of the fine by check or money order, payable to City of South El Monte. Enclose the parking ticket along with your payment and mail to the address provided on the front of this ticket.

To pay by credit card go to online to <https://www.semtcityclerk.com/onlinepayments> or call (866)450-2526.

Payment plans may be available. For more information please call 1-866-555-5867 or visit www.semtcityclerk.com/onlinepayments.

TO CONTEST THIS TICKET:

A request for an Administrative Review must be made in writing within 21 days from the ticket date or 14 days from the Notice of Delinquent Violation. Send your request within the time requirements to the address on the front of this ticket or to contest online please visit: <https://www.semtcityclerk.com/onlinepayments>.

LATE PAYMENT INFORMATION:

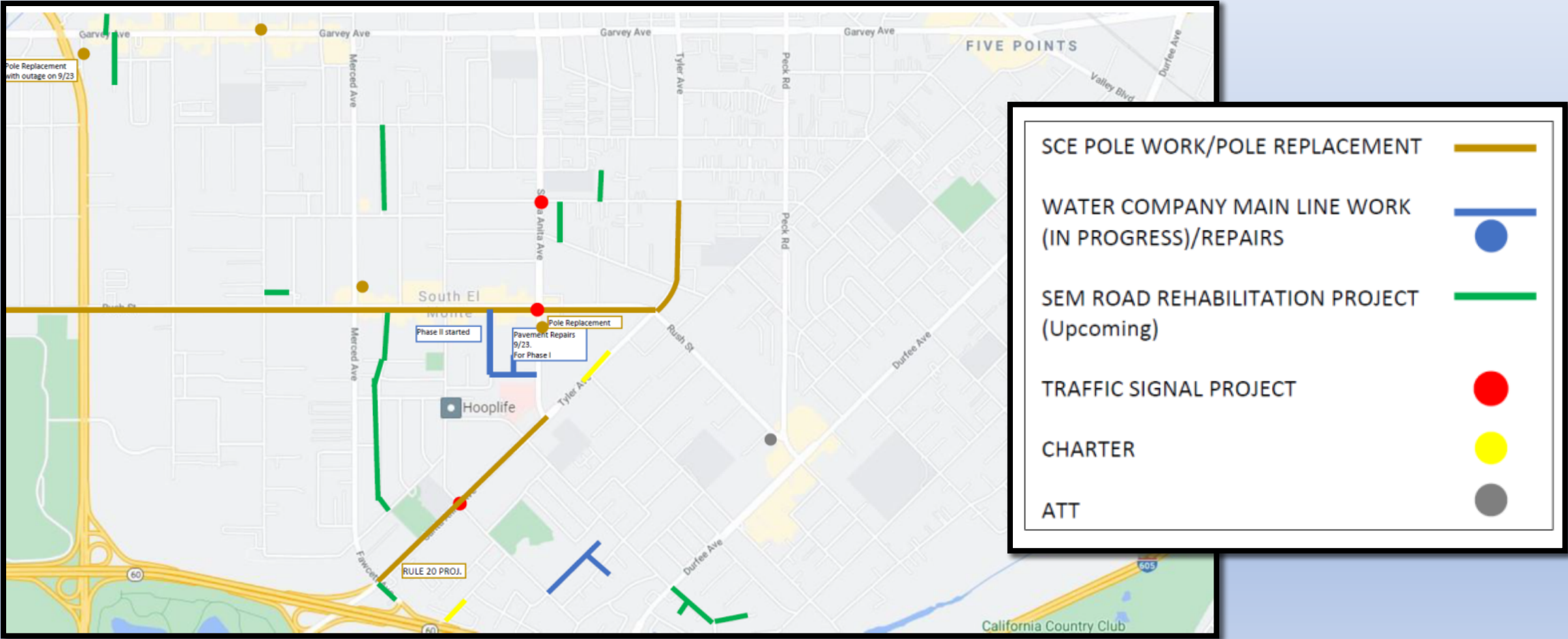
Ignoring this ticket will result in legal proceeding against the registered owner, or lessee or renter with an increase in the amount due and a delinquency notice mailed to the registered owner of this vehicle.

Failure to respond to the delinquency notice will result in an additional fine increase and the total amount due will be forwarded to the Department of Motor Vehicles. DMV will refuse to register the vehicle until all outstanding tickets have been paid in full or dismissed.

Vehicles which has received five or more parking tickets to which no response is received, are subject to being impounded (22651 (i) (j), C.V.C.). Registration and equipment violations require proof of correction; verification by a police officer, a CHP, or by any DMV representative. CVC 6204 violations are reduced to \$10 with proof of correction.

CERTIFICATE OF CORRECTION				
Section Violation	Signature	ID#	Agency	Date

WORK IN THE RIGHT OF WAY





Neighborhood Watch Signs

Kruse Drive





Santa Anita Ave

“...in the works”



City Council Agenda Report

Agenda Item No. 7.a.

DATE: September 28, 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 CITY COUNCIL MEETING MINUTES SEPTEMBER 14, 2021

SUMMARY: Staff is requesting approval of the Minutes of the September 14, 2021 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of September 14, 2021

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. September 14, 2021 Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, September 14, 2021 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:00 PM

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

STAFF PRESENT: Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; Donna G. Schwartz, City Clerk; Paola Lara, Deputy City Clerk; Ian McAleese, Assistant Planner, and Robert Molina, Recreational Leader.

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.

2. PLEDGE OF ALLEGIANCE - Councilmember Manuel Acosta led the Pledge of Allegiance.

3. INVOCATION - Pastor Benjamin Garrett, Faith Dominion Church, offered the Invocation.

4. PRESENTATIONS

4.a. City Council received a PowerPoint presentation from Ruby Rose Yopez, Planning Commissioner, on Green Apple Day of Service on October 9, 2021 and Green Apple Week at Valle Lindo School District on October 4 - October 8, 2021.

4.b. Elizabeth Dickson, Dudek, presented a PowerPoint on the South El Monte Housing Element.

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

Councilmember Delgado requested Item 9.d. be heard before public comment.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to move Item 9.d. before public comment and approve the agenda as amended. 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

ITEM 9.d. REQUESTED BY COUNCILMEMBER DELGADO TO BE HEARD AT THIS TIME

9.d. CONSIDERATION OF ENTERING INTO A CONTRACTUAL AGREEMENT WITH EL MONTE UNION HIGH SCHOOL DISTRICT (EMUHSD) TO PROVIDE A SCHOOL RESOURCE OFFICER FOR SOUTH EL MONTE HIGH SCHOOL

William Fox, Interim Finance Director, presented the staff report.

Edward Zuniga, Superintendant; Alejandro Leon, Director of Pupil Services; and Larry Cecil, Assistant Superintendent for Educational Services, El Monte Union High School District, presented a PowerPoint presentation on the School Resource Officer Program, including survey results, prioritized services for the school community, and the school district's goals for the School Resource Officer Program 2021-2022, and requested the City Council consider working with the School District to reinstate the School Resource Officer Program at South El Monte High School.

Councilmember Delgado stated for the record that he is an employee of the El Monte Union High School District.

City Council discussed at length the school resource officer program, why the agreement between the City and the School District was not renewed, and points that need to be addressed with the Sheriff's department in regards to the program.

Mayor Olmos recommended the City, School District, and Sheriff's department have a meeting to discuss possible options, requirements, and funding for the School Resource officer program.

A motion was made by Mayor Olmos, seconded by Mayor Pro Tem Angel to table this item to a future meeting. 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.

1. Larry Rodriguez, South El Monte Resident, thanked City Council for their support of the Valle Lindo School District and thanked Code Enforcement for the safety they provide to the children.

Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Delgado 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 with requested amendment for the Regular City Council Meeting held July 27, 2021
- 7.b. Adopted Resolution No. 21-49, approving warrants for the period of July 28, 2021, through September 14, 2021
- 7.c. Adopted Resolution No. 21-50, approving Amendment No. 6 to the County of Los Angeles Community and Services Agreement for the Elderly Nutrition Program services for fiscal year 2021-2022
- 7.d. Approved the 2021 "Christmas Wish Toy Giveaway" event donation letter, authorization to include the City Councilmembers' signatures, and the distribution of letters to the South El Monte business community
- 7.e. Adopted Resolution No. 21-51, amending Resolution No. 20-118, authorizing application for CalHome program home rehabilitation funds, execution of related documents and city receipt of funds
- 7.f. Adopted Resolution No. 21-55, awarding Energy Efficiency-light Emitting Diode (led) Fixture Replacement Rate agreement to Southern California Edison Company (SCE)

8. PUBLIC HEARINGS

- 8.a. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-52, APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (CUP NO. 21-07) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT AND OPERATING KARAOKE AT 1725 DURFEE AVENUE AND OPERATING AS KRUDOS**

Community Development Director Colby Cataldi announced Mayor Pro Tem Angel and Councilmember Acosta requested to bring this item for City Council review and introduced Assistant Planner Ian McAleese who presented the staff report.

Mayor Olmos opened the public hearing and called for public comment.

PUBLIC COMMENT

1. Jeff Ortiz, Planning Commissioner, requested that a system be developed for the Planning Commission for the purpose of determining how many alcohol licenses should be approved and spoke in favor of residents having alcohol services in the City.
2. Mike Iniguez, applicant, spoke in support of City Council approving the application for a Type 47 license. Mr. Iniguez stated his business shows responsibility and denying the application could affect his business.

City Council discussed approving the Type 47 license with a modification to restrict the hours hard liquor can be sold due to an elementary school located down the street.

Mr. Iniguez stated he would comply with City Council's request to stop the sales of hard liquor 30 minutes before and 30 minutes after school is out.

City Attorney Anthony Taylor recommended a motion to adopt the resolution with changes to the language to address the hours.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to adopt Resolution No. 21-52, to approve the decision of the Planning Commission approving CUP 21-07 with the modification to stop the sales of hard liquor 30 minutes before and 30 minutes after school is out. 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

Mayor Olmos recessed the meeting at 7:47 p.m. and reconvened the meeting at 7:54 p.m.

8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-53, IMPLEMENTING A RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT SERVICES RATE ADJUSTMENT FOLLOWING NOTICED MAJORITY PROTEST HEARING

City Attorney Anthony Taylor introduced the item and provided an overview of Senate Bill 1383 and Prop 218 and Community Development Director Colby Cataldi presented the staff report and announced there has been two written protests received by the City Clerk.

Mayor Olmos opened the public hearing and called for public comment.

PUBLIC COMMENT

1. Eve Ramos, South El Monte resident, asked for clarification on the yearly rates for this service, whether notice of the public hearing went out in Spanish, SB 1383, and if a bid was conducted for these services.
2. Oscar Maldonado, South El Monte resident, spoke against residents having to pay for trash service and inquired if the funds generated from the recent sales tax measure or local businesses can pay the residential rates.
3. Maria Yanez, South El Monte resident, spoke against residents having to pay for trash service and asked what the City can do to prevent them from having to pay, and spoke of her parents concerns that the elderly and Spanish speaking communities are not being considered or well-informed of the new rates.
4. Jeff Ortiz, South El Monte Resident, spoke of his concern with identity theft due to people going through people's trash bins, suggested Seniors be educated on identity theft and the city offer a document shredding service for residents.
5. Benjamin Chavez, South El Monte resident, spoke against having to pay for trash service since he does not generate a lot of trash and requested assistance for Seniors to pay a lower rate.
6. Miguel Ortega, voiced concern with the trash rate being expensive for the small amount of trash he generates.

Christian Warner, Athens Services, provided information on the new monthly waste recycling rates which will be phased in over a period of three years, provided information on the waste barrels that will be provided to the residents, stated there is a small 35-gallon barrel that can be provided to Seniors for a reduced monthly rate, and confirmed Athens will send out several informational documents in the mail in several languages to the residents.

Mayor Olmos closed public comment.

City Clerk Donna G. Schwartz announced for the record there were a total of six verbal protests made during the public hearing and City Attorney Anthony Taylor confirmed there was not a majority protest.

City Council discussed at length the reason why the new waste rates are being implemented due to new legislation that was passed and City Manager Rachel Barbosa announced the City will launch an educational program in multiple languages to educate residents on the new waste recycling program.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to adopt Resolution No. 21-53 approving the proposed refuse and recycling service rate structure. 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. GENERAL BUSINESS

9.a. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 21-54 TO APPROVE AMENDMENT NO. 6 TO THE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES (ATHENS), FOR WASTE/RECYCLING SERVICE ENHANCEMENTS REQUIRED TO COMPLY WITH SENATE BILL 1383 REGULATIONS AND IMPLEMENTATION OF APPROVED MAXIMUM RATE SCHEDULE

City Attorney Anthony Taylor announced for the record that an update to the agreement attached to the staff report was posted today.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Delgado to adopt Resolution No. 21-54, adopting the "Sixth Amendment to the Amended and Restated Agreement by and Between the City of South El Monte and Arakelian Enterprises, Inc., DBA Athens for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables." 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 CONVERTING EXISTING TENNIS COURT TO FOUR (4) PICKLEBALL COURTS

City Council discussed the options of converting the current tennis court into four pickleball courts or converting the tennis court into two pickleball courts.

City Manager Rachel Barbosa provided information on the conversion of the tennis court to pickleball courts and Deputy City Manager Rene Salas confirmed Measure A funds would be used for this project and suggested the court be converted to a multipurpose court that can be used for tennis and pickleball.

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to bring back a staff report at a future meeting with alternatives for

converting the tennis court into a multiuse court for tennis and pickleball. 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. 21-56, APPROVING SUBMITTAL OF PROPOSITION 68 PROGRAM APPLICATION FOR PER CAPITA GRANT FUNDS

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to adopt Resolution No. 21- 56, approving submittal of the Per Capita grant application for the Splash Pad project. 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 National Night Out and Movie in the Park, El Monte Unified School District's Electric Buses Launch, Concerts in the Park, and Grandparent's Day Drive-Thru event.

Councilmember Retamoza announced she attended National Night Out and Movie in the Park, Concert in the Park featuring Cold Duck, Coffee with the Captain, and El Monte/South El Monte Chamber of Commerce Business Watch Meeting.

Councilmember Delgado announced he attended Valle Lindo School District Board's event in which Tony Thurmond, State Superintendent of Public Instruction, was present, Foothill Transit's Board Meeting and announced there will be a new bus shelter grant available, and Concert in the Park featuring Cold Duck.

Mayor Pro Tem Angel announced he attended National Night Out and Movie in the Park, Concerts in the Park, Grandparent's Day Drive-Thru event, Coffee with the Captain, El Monte/South El Monte Chamber of Commerce Business Watch Meeting, and Valle Lindo School District Board's event in which Tony Thurmond, State Superintendent of Public Instruction, was present.

Mayor Olmos announced she attended National Night Out and Movie in the Park, Concerts in the Park, Grandparent's Day Drive-Thru event, Coffee with the Captain, El Monte/South El Monte Chamber of Commerce Business Watch

Meeting, and Valle Lindo School District Board's event in which Tony Thurmond, State Superintendent of Public Instruction, was present

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Resolution in Support of Online Sales Tax

Item 12.a.1. was discussed after Item 12.b.1.

Mayor Olmos stated the City is losing out on funds from local online sales tax and requested to prepare a letter on behalf of the City Council to the League of California Cities in support of a Resolution for fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where the products are shipped to. City Council concurred.

12.b. COUNCILMEMBER MANUEL ACOSTA

1. Discussion of Expanding the Aquatic Program through October and Restarting in March while Keeping the Senior's Water Aerobics Class Open in the Mornings

Councilmember Acosta stated he has received positive feedback about the Senior's Water Aerobics Class and suggested the program be extended until October and begin again in March.

Staff was directed to extend the Senior's Water Aerobics Class to October and open it again in March.

13. CLOSED SESSION - None

14. ADJOURNMENT

There being no further business coming before this body, at 8:17 p.m. Mayor Olmos adjourned the meeting in memory of Uriel Macias, City of Azusa Councilmember and Lieutenant in the United States Navy; David McElwain, LA County Office of Education San Gabriel Valley GAIN Program; Aldo Scmazzon, South El Monte Resident who donated to the City's Memorial Garden; and Greg Klein, South El Monte Resident, to a regular meeting on Tuesday, September 28, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: September 28, 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. 21-57, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 15, 2021, THROUGH SEPTEMBER 28, 2021

SUMMARY: Authorizing payment of City expenditures for the period of September 15, 2021 through September 28, 2021 totaling \$753,422.01

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-57, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 21-57
- B. Warrants

RESOLUTION NO. 21-57

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF SEPTEMBER 15, 2021 THROUGH SEPTEMBER 28, 2021 TOTALING \$753,422.01

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 amount hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 21/22	Electronic Warrants	9/15/2021-9/28/2021	5118-5145	\$275,850.51
FY 21/22	Hand Typed Warrants	9/15/2021-9/28/2021	138312-138322	\$49,272.99
FY 21/22	Regular Warrants	9/15/2021-9/28/2021	138323-138385	\$160,819.96
Payroll	Check	PPE 9/4/2021	27496-27503	\$7,022.46
Payroll	Direct Deposit	PPE 9/4/2021	798947-799060	\$131,501.89
Payroll	Check	PPE 9/18/2021	27504-27510	\$6,513.73
Payroll	Direct Deposit	PPE 9/18/2021	799061-799170	\$122,440.47

TOTAL EXPENDITURES RESOLUTION NO. 21-57 \$753,422.01

PASSED, APPROVED, AND ADOPTED this 28th day of September 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. 21-57, 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 28th day of September 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 09/28/2021

Date: 9/22/2021

Time: 11:36AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	AFLAC WORLDWIDE HEADQUARTERS	5120	9/9/2021	JULY 2021	1,463.72
22	05		5139	9/16/2021	AUGUST 2021	-1,463.72
22	05		5139	9/16/2021	AUGUST 2021	1,463.72
22	05		5145	9/21/2021	AUGUST 2021	1,463.72
						\$2,927.44
22	05	BLUE SHIELD OF CA LIFE & HEALTH	5121	9/9/2021	AUG'21 VISION	667.70
22	05		5122	9/9/2021	SEP'21 VISION	758.60
						\$1,426.30
22	011001050	CALPERS	5123	9/9/2021	SEP'21 RETIRED HEALTH	1,287.00
22	05		5123	9/9/2021	SEP'21 ACTIVE HEALTH	52,853.59
22	011001050		5123	9/9/2021	SEP'21 RETIRED ADMIN	16.55
22	011001050		5123	9/9/2021	SEP'21 ACTIVE ADMIN	132.13
22	011001050		5134	9/15/2021	AUG'21 RETIRED ADMIN	14.51
22	011001050		5134	9/15/2021	AUG'21 ACTIVE ADMIN	142.18
22	011001050		5134	9/15/2021	AUG'21 RETIRED HEALTH	1,287.00
22	05		5134	9/15/2021	AUG'21 ACTIVE HEALTH	56,872.63
						\$112,605.59
22	05	CALPERS RETIREMENT	5124	9/9/2021	AUG'21 COUNCIL 27216	115.49
22	05		5125	9/9/2021	PPE8/21/21 PLAN 23047	2,200.55
22	05		5125	9/9/2021	PPE 8/21/21 PLAN 685	9,318.74
22	05		5125	9/9/2021	PPE8/21/21 PLAN 27216	10,576.57
22	05		5140	9/16/2021	PPE 9/4/21 PLAN 23047	2,200.55
22	05		5140	9/16/2021	PPE 9/4/21 PLAN 685	9,280.02
22	05		5140	9/16/2021	PPE 9/4/21 PLAN 27216	10,552.64
						\$44,244.56
22	05	DEPARTMENT OF THE TREASURY	5135	9/15/2021	PPE 9/4/21 MED	5,466.88
22	05		5135	9/15/2021	PPE 9/4/21 FEDERAL	16,992.89
22	05		5135	9/15/2021	PPE 9/4/21 FICA	23,375.80
						\$45,835.57
22	011701740	ELAN FINANCIAL SERVICES	5127	9/9/2021	VACUUM/CHALL	142.74
22	011001010		5127	9/9/2021	7/27 COUNCIL MTG MEAL	147.19
22	011001040		5127	9/9/2021	COFFEE W/CAPTAIN SUP	150.38
22	011511543		5127	9/9/2021	BACKPACKS FOR NNO	154.35
22	011501530		5127	9/9/2021	DIRECT TV CABLE SVCS	174.99
22	011001020		5127	9/9/2021	POWERPOINT SOFTWARE	180.00
22	011001010		5127	9/9/2021	7/13 COUNCIL MTG MEAL	181.49
22	448008010		5127	9/9/2021	FEDERAL MOTOR APP FEE	199.00
22	011001010		5127	9/9/2021	AUG21 HOTSPOT-COUNCIL	200.00
22	011001010		5127	9/9/2021	AIRPOD RPLC-ANGEL	228.33
22	011501540		5127	9/9/2021	SUMMER CAMP SUPPLIES	278.63
22	011001010		5127	9/9/2021	ICSC FLIGHT-ACOSTA	293.96
22	011701720		5127	9/9/2021	SECURITY CAMERAS/YARD	296.60
22	011001010		5127	9/9/2021	ICSC FLIGHT-OLMOS	313.95
22	011001020		5127	9/9/2021	ICSC FLIGHT-CM	313.95
22	011701710		5127	9/9/2021	7/23-8/22 VIDEO CONF	319.90
22	689009000		5127	9/9/2021	6/3-7/2TRANS CELL#414	329.42

City of South El Monte
Warrant Register
Council Meeting of 09/28/2021

Date: 9/22/2021

Time: 11:36AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011511542	ELAN FINANCIAL SERVICES...	5127	9/9/2021	BOXING SUPPLIES	357.00
22	011511542		5127	9/9/2021	BOXING SUPPLIES	374.63
22	011401430		5127	9/9/2021	MONITOR-CD DIRECTOR	445.99
22	011001010		5127	9/9/2021	ICSC FLIGHT-ANGEL	508.96
22	011301330		5127	9/9/2021	COPIER ONEDRIVE APP	624.00
22	011301330		5127	9/9/2021	COPIER MCOSFT 365 APP	624.00
22	011301330		5127	9/9/2021	6/3-7/2 CITY CELL SVC	1,144.81
22	011501530		5127	9/9/2021	ARTHRITIS CLASS FLYER	2.99
22	011501530		5127	9/9/2021	ZUMBA CLASS FLYER	2.99
22	011501530		5127	9/9/2021	SEPTEMBER CRAFT FLYER	2.99
22	011501530		5127	9/9/2021	ZUMBA CLASS FLYER	2.99
22	011501530		5127	9/9/2021	GRANDPARENT DAY FLYER	2.99
22	011511543		5127	9/9/2021	SPECIAL EVENTS FLYER	2.99
22	011511543		5127	9/9/2021	SPECIAL EVENT SUPPLY	3.40
22	011501530		5127	9/9/2021	AUGUST CRAFT ITEMS	4.40
22	011001040		5127	9/9/2021	FB ADS PARTIAL PMT	7.37
22	011001040		5127	9/9/2021	ADOBE PHOTOSHOP SUB	9.99
22	011701710		5127	9/9/2021	SGV NEWS SUBSCRIPTION	10.00
22	011001050		5127	9/9/2021	GIFTCARD-PANLELIST	10.00
22	011001050		5127	9/9/2021	GIFTCARD-PANLELIST	10.00
22	011001050		5127	9/9/2021	GIFTCARD-PANLELIST	10.00
22	011501540		5127	9/9/2021	BASKETBALL CAMP PIZZA	12.24
22	011407020		5127	9/9/2021	GRANT LETTER PRINT	13.11
22	011401100		5127	9/9/2021	GRANT LETTER RE-PRINT	13.11
22	011501540		5127	9/9/2021	PROGRAM SUPPLIES	14.92
22	011001040		5127	9/9/2021	LA TIME SUBSCRIPTION	15.96
22	011501530		5127	9/9/2021	AUGUST CRAFT ITEMS	16.50
22	011001040		5127	9/9/2021	7/15 WEBINAR TRAINING	20.00
22	011001040		5127	9/9/2021	7/22 WEBINAR TRAINING	20.00
22	011001040		5127	9/9/2021	8/3 WEBINAR TRAINING	20.00
22	011001040		5127	9/9/2021	8/12 WEBINAR TRAINING	20.00
22	011001040		5127	9/9/2021	8/11 WEBINAR TRAINING	20.00
22	011501540		5127	9/9/2021	SUMMER CAMP PRGM SUP	27.38
22	011001010		5127	9/9/2021	DESK CALENDAR	33.06
22	011511541		5127	9/9/2021	SWIM TEAM UNIFORMS	36.42
22	011511543		5127	9/9/2021	8/5MOVIE NIGHT HOTDOG	44.70
22	011001040		5127	9/9/2021	CITY WEB CLIP ARTS	47.00
22	011001010		5127	9/9/2021	AUG21 HOTSPOT-DELGADO	50.00
22	011001010		5127	9/9/2021	AUG'21 HOTSPOT-CM	55.00
22	011501530		5127	9/9/2021	AUGUST CRAFT ITEMS	57.53
22	011301330		5127	9/9/2021	AUG'21-22 TVALUE SUB	60.00
22	011001010		5127	9/9/2021	8/4 CHAMBER MIX LUNCH	64.35
22	011501540		5127	9/9/2021	SUMMER CAMP PIZZA	64.39
22	011401430		5127	9/9/2021	MTG W/CODE ENF. MEALS	71.48
22	011001040		5127	9/9/2021	COFFEE W/CAPATIN FOOD	75.30
22	011301310		5127	9/9/2021	AP STAMPS	113.89
22	011501540		5127	9/9/2021	PROGRAM SUPPLIES	114.64
22	011501540		5127	9/9/2021	PROGRAM SUPPLIES	131.52

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22	011501530	ELAN FINANCIAL SERVICES...	5127	9/9/2021	TRANS TRAIN'G DONUTS	10.25
22	011501530		5127	9/9/2021	CRICUT SUBSCRIPTION	10.81
22	011501540		5127	9/9/2021	BASKETBALL CAMP PIZZA	12.24
22	011501540		5127	9/9/2021	BASKETBALL CAMP PIZZA	12.24
22	011501540		5127	9/9/2021	BASKETBALL CAMP PIZZA	12.24
22	011701710		5127	9/9/2021	PADDED CHAIRS #505	3,058.02
						\$12,415.67
22	05	EMPLOYMENT DEVELOPMENT DEPT.	5136	9/15/2021	9/4/21 TNG WTHD'G	23.51
22	05		5136	9/15/2021	9/4/21 UITAX WTHD'G	661.11
22	05		5136	9/15/2021	9/4/21 STATE WTHD'G	5,258.28
						\$5,942.90
22	05	HARTFORD INSURANCE	5128	9/9/2021	SEP'21 LT DISABILITY	7,494.39
22	05		5129	9/9/2021	AUG'21 LT DISABILITY	7,168.13
						\$14,662.52
22	011701710	HOME DEPOT CREDIT SERVICES	5142	9/16/2021	MOSQUITO CONTROL/CHAL	65.53
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	69.12
22	011701710		5142	9/16/2021	CHAMBER REMODEL SUP	79.84
22	011701710		5142	9/16/2021	MAYOR OFFIC PAINT SUP	80.68
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	81.97
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	92.97
22	011701710		5142	9/16/2021	(4) PLANTS	131.31
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	138.19
22	011701710		5142	9/16/2021	MAYOR OFFIC PAINT SUP	162.48
22	011701710		5142	9/16/2021	PONY WALL INSTALL SUP	190.74
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	194.60
22	011701710		5142	9/16/2021	MOSQUITO REPELLENTS	196.80
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	226.11
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	246.33
22	011701710		5142	9/16/2021	CHALL CHAMBER PROJECT	273.97
22	011601650		5142	9/16/2021	WATER LEAK RPR SUP	274.69
22	011701710		5142	9/16/2021	CHAMBER REMODEL SUP	280.27
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	285.91
22	011701710		5142	9/16/2021	CHALL PROJECT SUP	545.24
22	011701710		5142	9/16/2021	REFUND	-134.97
22	011701710		5142	9/16/2021	REFUND	-97.86
22	011701710		5142	9/16/2021	REFUND	-70.04
22	011701710		5142	9/16/2021	RETURN	-65.59
22	011701720		5142	9/16/2021	CAMERA BOXES RPR SUP	21.37
22	011601640		5142	9/16/2021	AQUATICS PUMP COVER	21.85
22	011701740		5142	9/16/2021	RPLC OLD FLASH LIGHT	21.87
22	011701710		5142	9/16/2021	MASAMI'S OFFICE PAINT	37.10
						\$3,350.48
22	011501540	SAM'S CLUB DIRECT	5130	9/9/2021	REC STAFF TIMECARDS	24.68
22	011511543		5130	9/9/2021	GRANDPARENTS DRI-THRU	44.02
22	011511543		5130	9/9/2021	BAND CONCERT DRINKS	56.37
22	011501540		5130	9/9/2021	SUM CAMP/PET CONTEST	117.16

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22	011001010	SAM'S CLUB DIRECT...	5130	9/9/2021	CONGS SANCHEZ MTG SUP	163.55
22	011701710		5130	9/9/2021	CHALL SUPPLIES	167.63
22	011511543		5130	9/9/2021	NNO FOOD	265.57
22	011701710		5130	9/9/2021	CHALL COUNCIL SNACKS	297.93
						\$1,136.91
22	021701760	SOUTHERN CALIFORNIA EDISON	5118	9/9/2021	POLICY ADJ CREDIT	-107.04
22	021701760		5118	9/9/2021	5/6-7/31 STREET LIGHT	5,452.20
22	011701730		5131	9/9/2021	8/27 OBF INSTALLMENT	449.47
22	021701760		5133	9/15/2021	7/12-8/31 ST LIGHTS	1,782.12
22	021701760		5139	9/16/2021	7/7-8/31 ST LIGHTS	2,694.80
22	011701730		5143	9/16/2021	9/8 OBF INSTALLMENT	449.47
						\$10,721.02
22	05	STANDARD INSURANCE D2	5144	9/16/2021	AUG'21 DENTAL	5,709.48
22	05		5144	9/16/2021	SEPT'21 DENTAL	5,837.48
						\$11,546.96
22	05	STATE DISBURSEMENT UNIT	5137	9/15/2021	PPE 9/4 CASE 0980438	150.00
22	05		5137	9/15/2021	PPE 9/4 CASE 1457313	603.50
22	05		5137	9/15/2021	PPE 9/4 CASE 2135289	646.15
						\$1,399.65
22	021701760	US BANK VOYAGER FLEET SYS	5119	9/9/2021	7/24-8/24VEHICLE FUEL	4,647.46
						\$4,647.46
22	05	WASHINGTON NATIONAL INSURANCE CO	5132	9/9/2021	SEP'21 LIFE INSURANCE	1,493.74
22	05		5138	9/15/2021	AUG'21 LIFE INSURANCE	1,493.74
						\$2,987.48

Report Total 275,850.51


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22	011701710	2010 OFFICE SERVICES, INC	138312	9/9/2021	U-SHAPE DESK #505	2,673.34
						\$2,673.34
22	05	CALIFORNIA TEAMSTERS LOCAL 911	138317	9/15/2021	SEPT'21 MISC	460.00
22	05		138317	9/15/2021	SEPT'21 ADMIN	1,064.00
						\$1,524.00
22	011701770	JCB FINANCE, PROG. BANK OF THE WES	138313	9/9/2021	SEP'21 TRACTOR LEASE	1,694.67
						\$1,694.67
22	363603600	MOTEL 6	138322	9/16/2021	8/17-23HMLESS VOUCHER	475.00
						\$475.00
22	05	NATIONWIDE RETIREMENT SOLUTIONS	138318	9/15/2021	PPE 9/4/21	5,877.50
						\$5,877.50
22	011701730	SAN GABRIEL VALLEY WATER	138314	9/9/2021	7/27-8/25 1341 SANTA	37.20
22	011701730		138314	9/9/2021	7/27-8/25 1450 LIDCOM	290.64
22	011701730		138314	9/9/2021	7/27-8/25 1415 SANTA	724.73
22	011701730		138314	9/9/2021	7/27-8/25 1450 LIDCOM	3,933.85
22	011701730		138319	9/15/2021	7/27-8/25 1556 CENTRA	358.67
22	011701730		138319	9/15/2021	7/27-8/25 1530 CENTRA	448.40
22	011701730		138319	9/15/2021	7/27-8/25 1500 CENTRA	803.69
22	011701730		138319	9/15/2021	7/27-8/25 1819 CENTRA	879.05
22	011701730		138319	9/15/2021	7/27-8/25 1402 LERMA	4,209.48
22	011701730		138319	9/15/2021	9/1-10/1 1415 SANTA	69.87
22	011701730		138319	9/15/2021	9/1-10/1 1900 CENTRAL	104.80
						\$11,860.38
22	05	STANDARD INSURANCE	138315	9/9/2021	SEP'21 LIFE & AD&D	985.68
22	05		138315	9/9/2021	AUG'21 LIFE & AD&D	1,040.60
22	05		138316	9/9/2021	AUG'21 LIFE AD&D SUPP	500.45
22	05		138316	9/9/2021	SEP'21 LIFE AD&D SUPP	500.45
						\$3,027.18
22	011301330	SUPERION, LLC A CENTRAL SQUARE CO	138320	9/15/2021	OCT21-APR22 ACCES FEE	22,056.92
						\$22,056.92
22	05	VONS CREDIT UNION	138321	9/15/2021	PPE 8/7/21	42.00
22	05		138321	9/15/2021	PPE 8/21/21	42.00
						\$84.00

Report Total **49,272.99**


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22	011701710	2010 OFFICE SERVICES, INC	138328	9/28/2021	CHAMBER RPL CHAIR#505	2,176.34
						\$2,176.34
22	011301330	ADVANCED MICROCOMPUTING CONCEP	138329	9/28/2021	SEPT'21 CLOUD SVC#505	750.00
22	011301330		138329	9/28/2021	FY21/22 AZURE SUB.	1,592.04
22	011301330		138329	9/28/2021	SEPT'21 OFFICE 365	3,748.80
22	011301330		138329	9/28/2021	SEPT'21 MANAGED SVCS	11,880.00
						\$17,970.84
22	011001030	ALESHIRE & WYNDER, LLP	138330	9/28/2021	JUL'21 SPECIAL PJT	95.00
22	011001030		138330	9/28/2021	JUL'21 REIMBURSABLE	300.00
22	011001030		138330	9/28/2021	JUL'21 SUCCESSOR AGEN	450.50
22	011001030		138330	9/28/2021	JUL'21 EMERG RSPN#505	247.00
22	011001030		138330	9/28/2021	JUL'21 LITIGATION	477.00
22	011001030		138330	9/28/2021	JUL'21 PERSONNEL	556.50
22	011001030		138330	9/28/2021	JUL'21 CODE ENFORCE	1,096.50
22	011001030		138330	9/28/2021	JUL'21 ASSESS DISTRIC	1,749.00
22	011001030		138330	9/28/2021	JUL'21 ADDITIONAL SVC	1,879.00
22	011001030		138330	9/28/2021	JUL'21 PLANNING	1,983.00
22	011001030		138330	9/28/2021	JUL'21 ADDITIONAL SVC	3,571.50
22	011001030		138330	9/28/2021	JUL'21 REFUSE	5,777.00
22	011001030		138330	9/28/2021	JUL'21 GENERAL	11,321.00
						\$29,503.00
22	011401430	AMAZON CAPITAL SERVICES, INC	138331	9/28/2021	MONITOR ARM/COLBY	109.15
22	011101170		138331	9/28/2021	CROSS GUARD RAIN GEAR	112.56
22	448008010		138331	9/28/2021	TRANS DEPT SUPPLIES	150.79
22	011511542		138331	9/28/2021	RETURN CREDIT	-52.91
22	011301310		138331	9/28/2021	FIN. DEPT OFFICE SUP	7.71
22	011701710		138331	9/28/2021	MOSQUITO CONTROL SUP	33.05
22	011701710		138331	9/28/2021	MOSQUITO REPELLANT	33.06
22	011701710		138331	9/28/2021	MASKS/SCOTT RAGS #505	35.37
22	011401430		138331	9/28/2021	COM.DEV. DEPT SUP	44.29
22	011701720		138331	9/28/2021	MONITOR ARM/JOEY	51.67
22	011001050		138331	9/28/2021	EMPLOYEE LANYARDS	77.78
22	011501540		138331	9/28/2021	BABY LAB PRGM SUP	1,464.31
22	689009000		138331	9/28/2021	BODY/DASH CAMERA #411	2,400.81
22	011701710		138331	9/28/2021	MOSQUITO ZAPPERS	251.08
22	011701760		138331	9/28/2021	PW SPEC GREEN BOOK	363.78
22	011501540		138331	9/28/2021	AFTER SCHOOL PRGM SUP	243.79
						\$5,326.29
22	011301330	AT&T	138332	9/28/2021	8/10-9/9 BAN 1051741	436.25
22	011301330		138332	9/28/2021	7/15-8/14 BAN 1034756	46.07
22	011301330		138332	9/28/2021	8/15-9/14 BAN 1034756	46.24
22	011301330		138332	9/28/2021	8/6-9/5 BAN 1034754	46.61
22	011301330		138332	9/28/2021	8/15-9/14 BAN 1037026	0.04
22	011301330		138332	9/28/2021	8/2-9/1 BAN 1034750	22.55
22	011301330		138332	9/28/2021	7/28-8/27 BAN 1034753	23.28
22	011301330		138332	9/28/2021	8/7-9/6 BAN 1034748	23.40

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22	011301330	AT&T...	138332	9/28/2021	8/7-9/6 BAN 1034746	23.40
22	011301330		138332	9/28/2021	8/12-9/11 BAN 1067917	23.40
22	011301330		138332	9/28/2021	8/15-9/14 BAN 1034755	23.40
22	011301330		138332	9/28/2021	8/7-9/6 BAN 1034747	23.95
22	011301330		138332	9/28/2021	8/7-9/6 BAN 1034751	26.58
						\$765.17
22	021701760	ATHENS SERVICES	138323	9/28/2021	SEPT'21 SWEEPER SVCS	5,831.83
						\$5,831.83
22	448008010	AUTOZONE	138333	9/28/2021	#21 MINOR SERVICES	47.94
22	011701770		138333	9/28/2021	GATE REMOTE BATTERIES	51.77
22	448008010		138333	9/28/2021	#16 RPLC INJECTOR CYL	85.04
22	011701770		138333	9/28/2021	#11 RPLC BRAKE LIGHT	98.06
22	448008010		138333	9/28/2021	#16 RPLC CHAIN TENSIO	104.12
22	448008010		138333	9/28/2021	#9 RPLC BAD BATTERY	184.49
22	448008010		138333	9/28/2021	#11 SOLENOID RETURN	-32.07
22	448008010		138333	9/28/2021	#9 BATTERY RETURN CR	-22.00
22	448008010		138333	9/28/2021	#26 WIPER FLUID	11.31
						\$528.66
22	01	BERTHA CRUZ	138338	9/28/2021	BBALL RFND-L.HERNANDZ	45.00
22	01		138338	9/28/2021	BBALL RFND-C.HERNANDZ	55.00
						\$100.00
22	011001040	BROTHERS AWARDS & TROPHIES	138334	9/28/2021	PLAQUES FOR BOXERS	181.50
						\$181.50
22	011001050	CONCENTRA	138337	9/28/2021	RANDOM DRUG TEST	70.50
						\$70.50
22	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFICE	138339	9/28/2021	AUG'21 FINGERPRINT	96.00
						\$96.00
22	063003020	DRIFTWOOD DAIRY, INC	138341	9/28/2021	9/16 MILK/BREAD NUTR	11.33
22	063003020		138341	9/28/2021	9/9 MILK/BREAD NUTR	12.84
22	063003020		138341	9/28/2021	9/3 MILK/BREAD NUTR	14.24
22	063003020		138341	9/28/2021	8/30 MILK/BREAD NUTR	21.67
22	011501530		138341	9/28/2021	GRANDPAR DAY ICECREAM	16.60
22	063003020		138341	9/28/2021	9/13 MILK/BREAD NUTR	22.83
22	063003020		138341	9/28/2021	9/7 MILK/BREAD NUTR	24.23
22	063003010		138341	9/28/2021	9/16 MILK/BREAD NUTR	101.99
22	063003010		138341	9/28/2021	9/9 MILK/BREAD NUTR	115.64
22	063003010		138341	9/28/2021	9/3 MILK/BREAD NUTR	128.21
22	063003010		138341	9/28/2021	8/30 MILK/BREAD NUTR	195.08
22	063003010		138341	9/28/2021	9/7 MILK/BREAD NUTR	201.55
22	063003010		138341	9/28/2021	9/13 MILK/BREAD NUTR	205.55
						\$1,071.76
22	011401430	DUDEK	138342	9/28/2021	AUG'21 HOUSE ELEMENT	10,103.75
						\$10,103.75
22	011511545	EDITH RUIZ	138369	9/28/2021	HEALTH PERMIT REIMB.	188.08

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						\$188.08
22	011511545	EDUARDO MONJARAS	138359	9/28/2021	HEALTH PERMIT REIMB.	188.08
						\$188.08
22	021701760	EL MONTE ORNAMENTAL SUPPLY, INC.	138324	9/28/2021	STREET 20' FOOT TUBE	51.76
						\$51.76
22	011301310	EL MONTE PRINTING	138343	9/28/2021	AP CHECK PRINTING	484.00
						\$484.00
22	011601650	EWING IRRIGATION	138344	9/28/2021	VALVE LEAK RPR SUP	260.09
22	011601660		138344	9/28/2021	SUCTION PUMP RPR/SHIV	60.03
22	011701710		138344	9/28/2021	SPRINKLER RPR SUP	61.99
						\$382.11
22	011601630	FREENOTES HARMONY PARK, LLC	138345	9/28/2021	PLAYGROUND Mallet	208.60
						\$208.60
22	011511545	GENOVEVA ZUNO	138384	9/28/2021	HEALTH PERMIT REIMB.	239.19
						\$239.19
22	011501510	GERARDO DIAZ	138340	9/28/2021	SEPT'21 COMM SVCS MTG	100.00
						\$100.00
22	011701710	GRANT'S TRUE VALUE HARDWARE	138346	9/28/2021	PLEXIGLASS NUTS #505	8.62
22	011701710		138346	9/28/2021	CHAMBER UPGRD SUP#505	17.51
22	011701710		138346	9/28/2021	PLEXIGLASS BOLTS #505	88.25
22	011601650		138346	9/28/2021	SMALL TOOLS/NTP	207.82
22	011701710		138346	9/28/2021	CHAMBER UPGRD SUP#505	38.01
22	011701710		138346	9/28/2021	CHAMBER UPGRD SUP#505	50.58
						\$410.79
22	011001050	GREATER EL MONTE COMMUNITY HOSP	138347	9/28/2021	ER SVCS-A.MADERA	2,618.00
						\$2,618.00
22	011701475	GWMA	138348	9/28/2021	FY21/22 TOXIC MONITOR	1,344.12
						\$1,344.12
22	011701770	HACKER EQUIPMENT CO., INC.	138349	9/28/2021	#28 REBUILD TRUCK BED	1,734.99
						\$1,734.99
22	011501510	HELIODORO DUARTE, JR	138350	9/28/2021	SEPT'21 COMM SVCS MTG	100.00
						\$100.00
22	011301310	HINDERLITER, DE LLAMAS & ASSOC	138351	9/28/2021	Q1/21 SALES TAX AUDIT	1,933.73
						\$1,933.73
22	063003010	HUNTINGTON CULINARY	138352	9/28/2021	GRANDPARENT DAY MEALS	784.00
22	063003020		138352	9/28/2021	9/7-9/10 FRZN MEALS	206.50
22	063003020		138352	9/28/2021	8/31-9/3 FRZN MEALS	206.50
22	063003010		138352	9/28/2021	8/31-9/3 FRZN MEALS	6,020.00
22	063003010		138352	9/28/2021	9/7-9/10 FRZN MEALS	6,081.60
						\$13,298.60
22	011701710	INDUSTRIAL PIPE & STEEL	138353	9/28/2021	CHAMBER UPGRD SUP#505	166.10

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701710	INDUSTRIAL PIPE & STEEL...	138353	9/28/2021	CHAMBER UPGRD SUP#505	5.87
22	011701720		138353	9/28/2021	CHAMBER UPGRD SUP#505	10.45
						\$182.42
22	011511545	JOSE RAZO	138366	9/28/2021	9/2 CONCERT SOUND ENG	1,600.00
						\$1,600.00
22	01	KIMLEY-HORN AND ASSOCIATES, INC.	138354	9/28/2021	JUL'21 CEQA ANALYSIS	1,673.60
						\$1,673.60
22	389009000	KOA CORPORATION	138355	9/28/2021	JUL-AUG'21 PS&E #294	84.62
22	409009000		138355	9/28/2021	JUL-AUG'21 PS&E #294	761.63
						\$846.25
22	011701475	L.A. COUNTY DEPT OF PUBLIC WORKS	138356	9/28/2021	PJT#F218CIMP02 PMT3/4	1,837.00
						\$1,837.00
22	363603600	LESAR DEVELOPMENT CONSULTANTS	138385	9/28/2021	AUG'21 HOMELESS PRGM	3,042.50
						\$3,042.50
22	011601640	LESLIE'S POOL SUPPLIES INC.	138357	9/28/2021	POOL CHEM/TILE CLEANR	234.53
						\$234.53
22	01	MARISOL CHAVEZ	138335	9/28/2021	9/12 MVD DEPOSIT RFND	50.00
						\$50.00
22	011601610	MARTINEZ PUMPING SERVICE, INC	138358	9/28/2021	MAIN DRAIN UNCLOGGED	225.00
22	011601650		138358	9/28/2021	MAIN LINE CLEAN UP	175.00
						\$400.00
22	011301310	NBS	138360	9/28/2021	AUG'21 CONSULTING SVC	760.00
						\$760.00
22	011511543	NEW SIGN SOLUTION, INC.	138361	9/28/2021	UPDATE STREET BANNERS	210.00
						\$210.00
22	011501540	OFFICE DEPOT	138362	9/28/2021	CCTR OFFICE SUPPLIES	193.22
22	011501540		138362	9/28/2021	CCTR OFFICE SUPPLIES	50.69
22	011201210		138362	9/28/2021	DEPT SUPPLIES	57.51
22	011201210		138362	9/28/2021	DEPT SUPPLIES	14.81
						\$316.23
22	011511545	PARTY PRONTO	138363	9/28/2021	SUMMER CON EQUIP RENT	1,162.00
						\$1,162.00
22	011511545	PREMIER JANITORIAL SERVICES	138364	9/28/2021	SUMCONCERT RSTRM RNTL	275.63
						\$275.63
22	011701770	RAY'S OK TIRES INC.	138365	9/28/2021	JACOBSON MOWER TIRES	118.89
						\$118.89
22	011701770	RENT A SPRAY	138367	9/28/2021	GRAYCO STRIPPER RPR	480.05
						\$480.05
22	011601640	RKDM ENVIRO-ENERGY SERVICES, INC.	138368	9/28/2021	WATER HEATER SVC/POOL	1,506.50
						\$1,506.50

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011301310	SECTRAN SECURITY INC.	138370	9/28/2021	SEPT'21 ARMORED SVCS	145.68
						\$145.68
22	011201210	SOCAL SHRED LLC	138371	9/28/2021	DOC DESTRUCTION SVCS	75.00
						\$75.00
22	021701760	SOUTHEAST CONSTRUCTION PRODUCT	138325	9/28/2021	SIDEWALK MATERIALS	130.98
22	011601650		138372	9/28/2021	WHITE MARKING/NAIIS	28.55
22	011601650		138372	9/28/2021	FIELD CHALKS/NTP	65.05
						\$224.58
22	021701760	ST. FRANCIS ELECTRIC, LLC	138326	9/28/2021	AUG'21 MTNC TRAFFIC	822.75
22	021701760		138326	9/28/2021	AUG'21 CALLOUT SIGNAL	1,419.00
						\$2,241.75
22	021701760	SUNBELT RENTALS, INC.	138327	9/28/2021	8/26CONCRETE MIX RENT	886.42
						\$886.42
22	448008010	SUPER UNIQUE AUTO	138373	9/28/2021	#16 RPR TICKING SOUND	2,461.78
						\$2,461.78
22	011501540	SUPERIOR WAREHOUSE GROCERS	138374	9/28/2021	AFTER SCHOOL PRGM SUP	74.15
						\$74.15
22	011001050	TAG/AMS, INC.	138375	9/28/2021	RANDOM DRUG TESTS	285.00
						\$285.00
22	011601640	THE ILLINI COMPANIES, INC	138336	9/28/2021	8/31 CHEMICAL DELIVER	243.82
						\$243.82
22	011301330	TIME WARNER CABLE	138376	9/28/2021	9/7-10/6 INTERNET SVC	97.97
						\$97.97
22	011401430	TRANSTECH ENGINEERING, INC.	138377	9/28/2021	APR21 MAYANS PW INSPC	270.00
22	011701105		138377	9/28/2021	APR21 MERCED GREENWAY	625.00
22	011701105		138377	9/28/2021	APR'21 CIP PJT MGMT	875.00
22	011701105		138377	9/28/2021	APR'21 ENG PLAN CHECK	7,061.43
22	011701105		138377	9/28/2021	APR'21 ENGINEER SVCS	22,510.75
						\$31,342.18
22	011301330	TYLER TECHNOLOGIES, INC.	138378	9/28/2021	8/27 ACCOUNT MAPPING	260.00
						\$260.00
22	011701710	ULINE	138379	9/28/2021	CHAMBER UPGRADES #505	3,262.18
						\$3,262.18
22	011701770	VINCE'S TRUCK BODIES	138380	9/28/2021	#11 RPLC SOLENOID	98.35
						\$98.35
22	011601630	WAXIE SANITARY SUPPLY	138381	9/28/2021	AIR FRESHNER DISPENSR	25.34
						\$25.34
22	011301330	WINDSTREAM HOLDINGS, INC	138382	9/28/2021	8/18-9/17 CITY PHONES	5,441.03
						\$5,441.03
22	011701740	WINZER	138383	9/28/2021	BLACK WORK GLOVES	1,951.44
						\$1,951.44

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
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Report Total 160,819.96



City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-58, TO ENTER INTO A FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES (SAFE CLEAN WATER PROGRAM) FOR THE MERCED AVENUE GREENWAY IMPROVEMENT PROJECT

SUMMARY: The passage of the County of Los Angeles Measure W (Safe Clean Water Program) in 2018 created a comprehensive, regional plan and funding resource to address how to capture water, and how to reduce reliance on imported water. As part of the FY 21-22 funding cycle, the City of South El Monte applied for and was awarded \$3.2 million to construct Phase I of the Merced Ave Greenway (1/2-mile southern residential corridor) between Rush St and Lerma Rd. Prior to the County of Los Angeles executing a funding agreement, the City is required to adopt a resolution authorizing a representative to sign the funding agreement, amendments, and requests for disbursement on behalf of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Authorize City Manager or designee to execute agreement with the County of Los Angeles under the Safe Clean Water Program; and
2. Adopt Resolution No. 21-58.

FISCAL IMPACT: There is no fiscal impact with this action.

DISCUSSION: As long-term partners on the Merced Avenue Greenway, the non-profit organizations Council for Watershed Health, Active SGV, and Climate Resolve worked with the City to develop and submit a series of grant applications that funded the initial design (2017) and more recently (2020-21) the construction of the Greenway's southern residential corridor.

The passage of the County of Los Angeles Measure W (Safe Clean Water Program) in

2018 created a comprehensive, regional plan and funding resource to address how to capture water, and how to reduce reliance on imported water.

As part of the FY 21-22 funding cycle, the City of South El Monte applied for and was awarded \$3.2 million to construct Phase I of the Merced Ave Greenway (1/2-mile southern residential corridor) between Rush St and Lerma Rd.

This Greenway will capture, treat, and infiltrate storm water runoff; create added shade to reduce street temperatures; and provide a protected bike lane for safe passage through the corridor.

Prior to the County of Los Angeles executing a funding agreement, the City is required to adopt a resolution authorizing a representative to sign the funding agreement, amendments, and requests for disbursement on behalf of the City.

ATTACHMENT(S):

- A. Resolution No. 21-58
- B. Sample Transfer Agreement

ATTACHMENT A

RESOLUTION NO. 21-58

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES (SAFE CLEAN WATER PROGRAM) AND AUTHORIZING AND DESIGNATING CITY MANAGER, OR DESIGNEE, FOR THE MERCED AVENUE GREENWAY IMPROVEMENT PROJECT

WHEREAS, the City of South El Monte has submitted an application to the County of Los Angeles' Safe Clean Water Program for funding to cover costs related to the Merced Avenue Greenway Improvement Project, the construction of a 0.65 mile multi-benefit green street to capture, treat, and infiltrate storm water runoff (Project); and

WHEREAS, prior to the County of Los Angeles executing a funding agreement, City of South El Monte is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of City of South El Monte and to carry out other necessary Project-related activities.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council of South El Monte ("City") hereby authorizes to carry out the Project, enter into a funding agreement with the County of Los Angeles under the Safe Clean Water Program, and accept and expend these grant funds for the Project; and

SECTION 2. Authorize and designate City Manager or designee to sign for and on behalf of City of South El Monte, the funding agreement for the Project and any amendments thereto; and

SECTION 3. Authorize and designate City Manager or designee to represent the City of South El Monte in carrying out City of South El Monte's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of City of South El Monte and compliance with applicable state and federal laws.

SECTION 4. Any and all actions, whether previously or subsequently taken by City of South El Monte, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed, the extent permitted by law.

SECTION 5: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 28th day of September 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. 21-58 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 28th day of September, 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND**

**AGREEMENT NO.
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient’s Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2020-21 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

<u>Quarter</u>	<u>End of Quarter</u>	<u>Report Due</u>
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
 - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 2020-21 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

(Recipient):

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	• Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 16 and 30 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands • Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.
6. Erosion Management and Control
- Inspect slopes for erosion during each maintenance activity
 - Inspect basins for erosion
 - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.
7. Ongoing Monitoring Activities
- Monitor controllable intake water flow and water elevation
 - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
 - Water quality sampling (quarterly, unless justified otherwise)
 - Checking telemetry equipment
 - Tracking and reporting inspection and maintenance records
8. Vector and Nuisance Insect Control
- Monitoring for the presence of vector and nuisance insect species
 - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
 - Managing emergent vegetation
 - Using hydraulic control structures to rapidly dewater emergent marsh areas
 - Managing flow velocities to reduce propagation of vectors



City Council Agenda Report

Agenda Item No. 9.a.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1254 AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20 "POSTING OF OFFICIAL NOTICES," SECTION 1.20.010 "LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

SUMMARY: The current code needs to be amended to replace one location for another and update the requirements for posting of official notices.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1 "General Provisions," Chapter 1.20 "Posting of Official Notices," Section 1.20.010 "Locations for Posting of Official Notices."

FISCAL IMPACT: None.

DISCUSSION: Currently, the code shows the following public places within the City that are established for the posting of all ordinances, resolutions, notices and matters required by the law:

1. City Hall, located at 1415 Santa Anita Avenue, South El Monte, at a location designated by the city manager;
2. Los Angeles County fire station situated within the boundaries of the city of South El Monte; and
3. The Peter F. Schabarum Senior Citizen Center at 1554 Central Avenue, South El Monte, CA.

Staff recommends replacing the Los Angeles County fire station with the Community Center located at 1530 Central Avenue, South El Monte, at a location designated by the city manager and under section 1 "B." adding the additional requirement "such as in a newspaper of general circulation."

ATTACHMENT(S):

- A. Ordinance No. 1254, Amending Section 1.20.010 Locations for Posting Official Notices

ORDINANCE NO. 1254

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20 "POSTING OF OFFICIAL NOTICES," SECTION 1.20.010 "LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

WHEREAS, City of South El Monte (the "City") has established locations for posting of official notices, through South El Monte Municipal Code ("SEMMC") Chapter 1.20; and

WHEREAS, City desires to change the locations for posting of official notices.

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

Section 1. The recitals above are true and correct and incorporated herein by reference.

Section 2. 1.20.010 (Locations for posting of official notices) of Chapter 1.20 (Posting of official notices) of Title 1 (General provisions) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"South El Monte Municipal Code Chapter 1.20 of Title 1, Section 1.20.010 is hereby amended to read as follows:

1.20.010 – Locations for posting of official notices

- A. The following public places within the city are established for the posting of all ordinances, resolutions, notices and matters required by the law to be published:
 - 1. The City Hall at 1415 Santa Anita Avenue, South El Monte, at a location designated by the city manager;
 - 2. The Community Center at 1530 Central Avenue, South El Monte, at a location designated by the city manager; and
 - 3. The Peter F. Schabarum Senior Citizen Center at 1554 Central Avenue, South El Monte, at a location designated by the city manager.
- B. Except when a different manner of publication, such as in a newspaper of general circulation or different place of posting is specifically required by any applicable law, the posting of any ordinance, resolution, notice or other matter at each of the places mentioned in subsection "A" of this section at the times the same are required to be published shall constitute due publication thereof.

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

Section 4. The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this _____ 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. 1254, was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held the ____ day of _____, and that said Ordinance was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.b.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR A CATERER WHO WILL PREPARE COST EFFECTIVE AND QUALITY CONGREGATE AND HOMEBOUND MEALS FOR SENIORS SERVED THROUGH THE CITY OF SOUTH EL MONTE'S ELDERLY NUTRITION PROGRAM

SUMMARY: Staff seeks City Council approval to solicit written proposals from Caterers who are on the Los Angeles County Community and Senior Services Area Agency on Aging Senior Nutrition Programs Approved Caterers List to provide cost effective and quality meals for the Congregate and Homebound Meals programs for the Elderly Nutrition Program.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from Caterers who are pre-approved by the Los Angeles County Community and Senior Services Area Agency on Aging to provide meals for the Congregate and Homebound Meal programs.

FISCAL IMPACT: The City will pay an amount not to exceed \$146,578 in FY 21-22 for the remaining six months of the current fiscal year. This will include \$136,516 received from the Los Angeles County Workforce Development Aging and Community Services ("WDACS") Grant. The required City match of 15% has been budgeted for in the General Fund as vendor payments and in-kind City staff time to administer the program. Sufficient funds have been budgeted in the General Fund and no budget amendment is required at this time.

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 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. The Home-Delivered Meal 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.

The agreement between the City of South El Monte and Huntington Culinary to provide meals for the Senior Elderly Program will expire on December 31, 2021. Staff seeks to issue an RFP to select a caterer from the County's Approved Caterers List to prepare cost-effective and quality meals for the City's Senior Elderly Program beginning January 1, 2022 through June 30, 2025 with the option to renew up to two (2) additional one-year terms (July 1st through June 30th) at the sole discretion of the City.

The RFP for Catering Services will be released on October 4, 2021 and responses to the RFP will be due by no later than November 8, 2021 at 4:00 p.m. The bidders list and a recommended caterer will be brought to the December 14, 2021 City Council meeting for approval.

Staff report was prepared by Andrés González, Senior Services Supervisor.

ATTACHMENT(S):

A. Catering Services RFP

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- I. Introduction
 - Community Profile and Governance
- II. Request Summary
- III. Scope of Services
 - Core Requirements
- IV. Information to be Included in the Qualifications Submittal
- V. General Information
- VI. Insurance Requirements
- VII. Right to Reject All Proposals
- VIII. Questions
- IX. Consultant Agreement
- X. Proposal Review
 - RFP Schedule
 - Evaluation of Proposals
- XI. Attachments
 - Appendix “A” – Affidavit of Non-Collusion
 - Appendix “B” – Claim History
 - Appendix “C” – Certification of Proposal to the City
 - Exhibit “A” – Sample of Professional Services Agreement
 - Exhibit “B” – Scope of Work
 - Exhibit “C” – Special Requirements
 - Exhibit “D” – Scheduled of Compensation
 - Exhibit “E” – Schedule of Performance

I. INTRODUCTION

Community Profile and Governance

Incorporated in 1958, the City of South El Monte (City) is an industrial community of approximately 21,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley. The City offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both residents and the City's business community are working together to make the City a better place to live and work. After almost six decades, the City has matured into a viable commercial and industrial base, with over 2,200 businesses within its 2.3 square miles. The City is currently focusing on improving the environment of the community and making it a better place to live and work.

The City of South El Monte consists of a five-member elected City Council (with elected Mayor) and an appointed City Manager. There are seven departments: Administration, City Clerk (appointed by Council), City Attorney (appointed by Council), Community Development, Community Services, Public Works and Finance. The Management Team consists of the following:

City Manager – Rachel Barbosa
Deputy City Manager – Rene Salas
City Clerk – Donna Schwartz
City Attorney – Anthony R. Taylor (Partner with law firm of Aleshire & Wynder, LLP)
Community Development Director – Colby Cataldi
Interim Finance Director – William Fox

II. REQUEST SUMMARY

The City of South El Monte (City) invites your firm to submit a written proposal to provide cost effective and quality Congregate and Homebound meals for the City's Elderly Nutrition Program. The City wishes to obtain catering services under a Professional Services Agreement for a term of two-and-half years, from January 1, 2022 - June 30, 2025 with the option to renew up to two (2) additional one-year terms (July 1st through June 30th) at the sole discretion of the City. The City will award no more than one contract on a not-to-exceed basis. Failure to timely respond to this Request for Proposals (RFP) will eliminate your firm from further consideration in the selection of a Caterer for the Elderly Nutrition Program.

The goal of the City's Elderly Nutrition Program is to provide nutrition services to individuals sixty (60) years or older that promote physical, psychological and social well-being, and reduce isolation through programs and educational activities provided before and/or after their meals are served.

This RFP describes the general rules for preparing and submitting proposals and the City's requirements for the purpose of serving hot or otherwise appropriate meals Monday through Friday and on Saturday during the month of July and August only at the South El Monte Senior Center located at 1556 Central Avenue, South El Monte, California 91733.

The City is requesting proposals for on-site meal preparations only. The minimum requirement is estimated at 36,683 meals for the year and is based on current and future funding with the following breakdown:

	Congregate	Homebound
Monday - Friday	31,471	5,212
Saturday	As Needed	
Holidays and/or Special Events	As Needed	
Grand Total Annual Meals	31,471	5,212

NOTE: For the remainder of the FY 21-22 Agreement only the number of meals has been adjusted to the following: For Congregate Meals – 24,255 and for Homebound 1,822 for a total of 26,077.

The City of South El Monte reserves the right to reject non-responsive proposals and to conduct negotiations with the successful Bidder to the extent deemed necessary and appropriate, prior to final contract execution.

III. SCOPE OF SERVICES

The following is the scope of services to be performed by the Proposer (also referred to herein as bidders, vendors, and/or consultant). The successful Bidder will create meals that meet the standards of the Title III of the Older Americans Act, and the Nutritional Guidelines of the Los Angeles County Area Agency on Aging as described in the Elderly Nutrition Program Foodservice Standard Operating Procedure Manual.

The successful Bidder will prepare, on average, 130 congregate meals per day and 20 home-delivered meals, Monday through Friday, except on major holidays. The City will communicate the initial number of meals needed for the following day by 3 p.m. on the previous day including the last day of the week before the weekend, and provide final confirmation by 9 a.m. the day of, with the ability to increase or decrease initial order by 10 meals. Special Events meals may increase to approximately 200 meals per day. The number of requested meals may be below these numbers. The City will be charged a flat per meal rate for congregate meals

Core Requirements

The scope of work described in this section is a general guide and is not intended to be a complete list of all the requirements. It contains work tasks believed necessary for an experienced caterer to provide the City with cost effective congregate and homebound meals for the City's Elderly Nutrition Program.

The successful Bidder shall comply with all federal, state, County of Los Angeles Area Agency on Aging, local laws, and regulations governing the preparation and handling of food; and procure and keep in effect all necessary licenses, permits and food handlers' cards required by law; and post such licenses, permits and cards in a prominent place within the meal preparation areas.

1. MEAL PREPARATION

MENU PLANNING

1. The Proposer will comply with all Meal Guidelines and Nutritional Requirements set by the Dietary Reference Intakes included in the Dietary Guidelines for Americans 2015 and the Title III-C meal pattern requirements.
2. The Proposer must prepare a five-to-six-week certified menu that includes two to four times a month, a "Choice Day" when seniors can select one of the two entrees served.
3. All menus must be signed by the Project Director, Senior Advisory President or designee, the Consulting Nutritional Services Dietitian, and certified by the Area Agency on Aging Nutritionist prior to the start of the menu cycle.

FOOD PROCUREMENT

1. All food must be of the highest quality standard and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
2. Proposer will also be responsible for procuring all items, not including coffee and tea, which are necessary for food production.
3. A comparative cost analysis shall be performed either by the Proposer on an on-going basis to obtain the highest quality food for the lowest price available.

FOOD STORAGE

1. Food storage procedures shall comply with Los Angeles County Area Agency on Aging Elderly Nutrition Program Foodservice Standard Operating Procedures and HACCP best practices guidelines.

2. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

2. MANAGEMENT OF MEAL PREPARATION OPERATIONS

The Proposer 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 AM for congregated meals and 11:00 AM for homebound meals. Must be capable of serving lunch to a group of up to 200 people within 24 hours of receiving notice from City Staff.

1. The Proposer will operate and manage the Senior Center kitchen providing meals meeting contract requirements. The Proposer agrees to select, purchase and prepare food following menus provided by the City and approved by Los Angeles County Area Agency on Aging.
2. The Proposer agrees to assure that food-handling (cooking, storage and packing) methods will maintain quality and safety of foods. Health department inspection scores should be above 90%, however if an inspection falls below 90% a corrective action plan must be submitted within 48 hours to the Senior Services Supervisor and if an inspection should fall below an 80% rating, the City of South El Monte may withhold reimbursement until corrections are made. If this should occur more than three times, it may cause termination of Services Agreement.
3. Food production procedures shall be prepared with consideration for sanitation and safety standards that comply with Los Angeles County Area Agency on Aging's Elderly Nutrition Program Foodservice Standard Operating Procedures and HACCP best practices guidelines. The Proposer agrees to comply with all Federal and State labor laws.
 - a. Lower Tier Subrecipient is responsible for providing all equipment, materials and ingredients required to store, prepare, cook, and serve the meals and snacks, including but not limited to:
 - i. Cooking equipment such as: knives, tongs, clothes, pots, pans, trays, etc.
 - ii. Meal service equipment: trays, pans, serving utensils, coffee urns, etc.
 - iii. Cleaning supplies: cleaning fluids, clothes, dishwasher supplies, etc.
4. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of a Registered Dietitian.
5. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed: All menu substitutions must be pre-approved by the project dietitian and City Staff.

6. Production Control

The Proposer shall hire or appoint a Part-Time Registered Dietitian and a qualified Food Service Manager for the supervision of food services operation within the catering company. The Proposer must submit, to the City, the registration I.D. number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager.

- a. Production schedules or worksheets must be available in the food preparation area.
- b. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
- c. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
- d. Appropriate utensils for correct and consistent portion control shall be available and used.

7. Meal Service/Temperature Monitoring

Meals shall be served to seniors with all menu items. Food trays shall not be served ahead of time.

a. Temperature Checks

- iv. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to serving.
- v. The Proposer must have written procedures for monitoring food temperature.
- vi. The Proposer must use a County approved form to document food temperatures daily (i.e. Food Temperature Log).
- vii. The Proposer shall have a staff member review the completed Food Temperature Logs at random a minimum of every week. If problems are discovered, an action plan must be developed to resolve the issue.
- viii. All completed Food Temperature Logs must be maintained on file for the City and County AAA to review.
- ix. The Proposer shall provide an extra congregate meal daily for City Staff to evaluate the meal. An extra homebound meal shall be provided twice a month for City Staff to evaluate the meal.

8. Food Service Requirements

The Proposer shall maintain the following records and retain them for a pre-designated period.

- a. Cleaning and Production Schedule
- b. Food Temperature Log – one should be available for congregate meals and one for homebound meals.
- c. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
- d. The current Environmental Health inspection shall be available at the site for review.
- e. Staff who are handling food shall possess a current Food Handlers' Card that shall be available for review.

The Proposer will be responsible for providing the necessary staff to serve the food/meals to seniors who attend the Elderly Nutrition Program at the South El Monte Senior Center.

3. USE OF CITY FACILITIES

The City will provide the kitchen space for food preparation, serving and clean-up equipment. All such equipment will remain the property of the City and must not be loaned or removed from the Senior Center. No modifications or alterations may be made to the City's equipment without the written approval of the City.

The Proposer will be expected to establish operating procedures to reduce the likelihood of damage to City property. Proposer will be expected to perform the duties which are required to ensure the safe, sanitary and legal operation of the facility. The City will be responsible for all capital improvements necessary for the overall maintenance of the facility and for routine cleaning of all common areas (i.e. bathrooms, walkways).

1. The Proposer agrees to provide all personnel necessary to prepare, furnish and serve food at the Senior Center. Lower Tier Subrecipient will be responsible for the operation of kitchen equipment, clean and maintain all food service areas, the layout of these areas is subject to approval from City Staff.
2. The Proposer will be responsible for the clean-up and maintenance of the equipment used to prepare, cook, and serve food.
3. Responsible for mopping of kitchen floors and emptying trash.

Responsibilities of the City. With respect to the services to be provided by selected bidder, the City shall be responsible for:

1. Electricity, water and gas for the Senior Center.
2. Maintenance contracts for mechanical equipment owned by the City.
3. Trash removal for Senior Center functions.
4. Clean-up of kitchen when used by City staff.
5. Replacement costs for kitchen equipment for the Senior Center.

4. ADMINISTRATION OF STAFF

ADMINISTRATION OF FOOD PREPARATION STAFF

1. The Proposer agrees to comply with all Federal and State labor laws.
2. The Proposer 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.

3. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

Although the full scope of work shall be negotiated in the professional services agreement, the selected Proposer will be expected to provide, at a minimum, the services described in the Scope of Services, attached hereto as Exhibit “B”

IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL

A Bid Price Fact Sheet detailing all costs per meal for both Congregated and Homebound meals.

Proposal Outline to be Submitted

The proposal shall be organized and submitted with the following elements:

- A. Cover page**
- B. Table of Contents**
- C. Executive Summary**

Provide a brief summary of the professional experience and qualifications of the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:

Company and General Information

- Company name and address
- Describe your firm’s background and history; include number of years in business and number of years providing nutrition services to public sector agencies.
- What is the primary business of the parent company and/or affiliates?
- Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
- General information about the primary contact that would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

- Provide the name(s) and qualifications of person(s) who would be assigned to this project, including the following for each: Certificates or licenses; Length of employment with the firm; Description of education including name of educational institutions, degrees conferred, and year of each degree; Professional background and professional associations; Years of municipal or other local public sector experience; Experience in preparing and providing on-site food services; Specific expertise and training:
- Provide complete resumes of the persons designated by the firm to assist in this project.
- Comment on other areas that may make your firm different from your competitors.

A Table for Staff that lists employee positions, number of positions, hours per day, days per week, and an indication of whether the employee will be full-time.

Detailed descriptions for the following:

- Procedures for procurement of all food services items; include brief specifications, names of suppliers, staff responsible for procurement, receiving and storing, type and method of inventory control, and state Caterer's method for achieving quality and cost effectiveness.
- Actual HACCP standardized recipe used to guarantee consistency and quality to compile menus.
- The method of portion control used in food preparation at the production facility
- The HACCP procedures for safety and sanitation standards in food production facility (include staff supervision, production schedule, record keeping used in food production, etc.).
- HACCP procedures for maintaining safety and sanitation standards at program meal site.
- The beginning of food production of all hot and cold food items to completion of cooking, holding time, and staff responsible for food production. List the name of full-time food production manager or part-time dietician (Include resumes.).
- Additional information for inclusion in the response is located immediately behind the RFP.
 - Appendix A – Affidavit of Non-Collusion
 - Appendix B – Claims History
 - Appendix C – Certification of Proposal to the City
 - Exhibit "A" – Sample Professional Services Agreement
 - Exhibit "B" – Special Requirements
 - Exhibit "C" – Schedule of Compensation
 - Exhibit "D" – Schedule of Performance

Fees

The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected bidder's responsibility to identify all necessary tasks and costs associated with the services and to ensure the project is completed in full compliance as required with Federal and State labor and food standards and regulations. The fee will be required to identify costs associated with but not limited to preparation of meals for City Senior Residents, labor compliance, and staff administration. The Bidder shall provide its services for duration of the agreement for the approved scope of work and fee.

References

Provide a list of the municipal agencies for which the respondent has conducted any type of transportation software within the past three years.

The Proposer should provide a list of at least three municipal agencies and a contact person.

V. GENERAL INFORMATION

The Proposer is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.

For the duration of the agreement, the selected Proposer shall maintain a Food Services Manager or Registered Dietitian, as specified in the Proposal and approved by the City. In the event that the authorized Food Services Manager or Registered Dietitian terminates employment, the Caterer shall make a demonstrated and concerted effort to maintain the Food Services Manager or Registered Dietitian in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Food Services Manager or Registered Dietitian will require written City approval.

This Request for Proposal does not commit the City to pay any cost incurred in the preparation of a response.

VI. INSURANCE REQUIREMENTS

The City will require the successful Consultant to acquire and maintain workers' compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance (errors & omissions) coverage relating to Consultant's services to be performed covering the City's risks in a form subject to the approval of the City Attorney and/or City's insurance advisor. The

minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum \$2,000,000 Per accident for bodily injury or disease
Commercial General Liability	\$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage Automobile Liability \$2,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder)
Professional Liability	\$2,000,000 per claims & Errors and Omissions Liability
- Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City and the County of Los Angeles as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured. - The Consultant shall agree to include with all subcontractors in their subcontracts the same requirements and provisions including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. - The Consultant shall furnish the City with certificates and copies of information or declaration pages of the insurance required and with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements: a. Precluding cancellation or reduction in per occurrence limits before the expiration of 30 days (ten days for nonpayment) after City shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;	

- b. Naming the City of South El Monte its Council, officers, boards, commissions, employees, and agents, as additional insureds; and providing that Consultant's insurance coverage shall be primary insurance with respect to City and, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Consultant's insurance and not contributory with it. Consultant and its insurer may not seek contribution from City's insurance or self-insurance.
- The limits of insurance required 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 insurance or self-insurance may be called upon to protect City as a named Insured.
- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability coverage. Policies containing an SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Consultant/Named Insured or City.
- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- Any and all Subcontractors shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City. Subcontractors shall further agree to include the same requirements and provisions, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions shall be furnished to any subcontractor upon request.
- The Consultant shall maintain insurance to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of this project or service. In the event the Consultant fails to obtain or maintain completed operations coverage as required by the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

Refer to Section 13 ("Insurance") of the Sample Professional Services Agreement included this RFP as Exhibit A for insurance requirements.

VII. RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of the qualifications submittal (proposals)

in the submission of additional information, and/or in any other aspect of a qualifications submittal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City.

The Consultant selected will be required to sign the City's Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant.

VIII. QUESTIONS

Questions with regard to this RFP should be submitted by e-mail to Andrés González, Senior Services Supervisor, at agonzalez@soelmonte.org by 4:00 P.M. PDT on October 18, 2021. All caterers sending questions will receive responses to all questions and any other addenda that may be released via e-mail by October 25, 2021.

IX. CONSULTANT AGREEMENT

A sample of the City's Professional Services Agreement is provided in this RFP as Exhibit A. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Caterer takes exception.

X. PROPOSAL REVIEW

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals or allow corrections of errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all Proposer's who have responded to the RFP by the deadline.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.

The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding Proposer for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to the City shall become property of the City and will not be returned.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the

best interest of the City.

All proposals shall be deemed public documents at the time of contract award to the successful Proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information should be labeled “Proprietary” and accompanied by a request that the information be returned to the Proposer by the City. Any Proposer that includes a blanket statement or limitation, which would prohibit or limit public inspection, may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.

All questions related to the RFP process shall be addressed directly to the Senior Services Supervisor named on the questions section of this RFP. Contact with other City employees during the proposal process is expressly prohibited. Proposer who directly contact City employees risk elimination of their proposals from consideration

To be considered, Proposer must provide three bound copies and a single PDF file of the Proposal for Catering Services that can be made available to City staff. The materials should be contained in a sealed envelope with the name of the company submitting the proposal, and the title of “ Elderly Nutrition Program” The materials should be delivered no later than 4:00 P.M. PDT on November 8, 2021 to:

City of South El Monte
Attention: Donna Schwartz, City Clerk
1415 N. Santa Anita Ave.
South El Monte, CA 91733

RFP Schedule

The City reserves the right to make changes to the below schedule, but the current schedule for the implementation of this bid process is as follows:

Event	Responsibility	Date
Request for Proposal Release	City	October 4, 2021
Questions Submittal Deadline	Bidder	October 14, 2021
Provide Responses to Questions	City	October 25, 2021
Submittal Deadline (Date proposals must be received by the City)	Bidder	November 8, 2021
Finalist Selected	City	November 23, 2021
Anticipated Vendor Selection/Contract Approved by City Council	City	December 14, 2021

Evaluation of Proposals

A team comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider

additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all the proposing caterers. The interview will include City staff.

The final selection will be the Bidder which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Bidders will be objectively evaluated based on their responses to the scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed.
- Background and experience as a food services provider for municipal agencies preparing meals for older adults.
- Staff expertise and overall experience of personnel assigned to the work.
- Responsiveness to requirements and ability to conform to City contract requirements
- Cost Proposal.

Although price for the services will be an important part of the consideration for award the City will consider the caterer's qualifications, expertise and level of professional service.

ATTACHMENTS TO FOLLOW

Appendix "A" – Affidavit of Non-Collusion
Appendix "B" – Claim History
Appendix "C" – Certification of Proposal to the City
 Exhibit "A" – Sample of Professional Services Agreement
 Exhibit "B" – Scope of Work
 Exhibit "C" – Special Requirements
 Exhibit "D" – Schedule of Compensation
 Exhibit "E" – Schedule of Performance

END OF RFP

APPENDIX A

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public for California _____

My Commission Expires: _____

APPENDIX B

CLAIMS HISTORY

Each Caterer shall submit a summary of whether or not any of the following events have occurred within the past (5) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Caterer or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by Proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Caterer or any sub-consultant.
- Debarment of Caterer or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Caterer or a sub-consultant was a defendant or cross-defendant at any time within the past five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Caterer or the sub-consultant of more than \$100,000.00.
- Conviction of Caterer, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to Proposer or a sub-consultant.

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated October 4, 2021 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the firm and that the firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all the commentary, figures and data required by the Requests for Proposal dated October 4, 2021.
5. This firm has carefully read and fully understands all the items contained in Request for Proposal for Cost Allocation and Fee Study.
6. The proposal by this firm is an irrevocable offer; it shall be valid for 120 days from October 4, 2021 unless both parties mutually agree to extend the date.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT “A”

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 _____, (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.
- C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 _____ Dollars (\$_____) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.1 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.

2.2 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.

2.3 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.

2.4 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 _____ 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 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:

_____	_____
(Name)	(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 [_____ or] 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.

7.1 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:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

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

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “B”

(SAMPLE) 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 Older Adults.

MEAL PREPARATION

MENU PLANNING

1. The Lower Tier Subrecipient will comply with all Meal Guidelines and Nutritional Requirements set by the Dietary Reference Intakes included in the Dietary Guidelines for Americans 2015 and the Title III-C meal pattern requirements.
2. The Lower Tier Subrecipient must prepare a five-to-six-week certified menu that includes two to four times a month, a “Choice Day” when seniors can select one of the two entrees served.
3. All menus must be signed by the Project Director, Senior Advisory President or designee, the Consulting Nutritional Services Dietitian, and certified by the Area Agency on Aging Nutritionist prior to the start of the menu cycle

FOOD PROCUREMENT

1. All food must be of the highest quality standard and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
2. Lower Tier Subrecipient will also be responsible for procuring all items, not including milk, bread, coffee and tea, which are necessary for food production.
3. A comparative cost analysis shall be performed either by the Caterer on an on-going basis to obtain the highest quality food for the lowest price available.

FOOD STORAGE

6. Food storage procedures shall comply with Los Angeles County Area Agency on Aging Elderly Nutrition Program Foodservice Standard Operating Procedures and HACCP best practices guidelines.
7. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

MANAGEMENT OF MEAL PREPARATION OPERATIONS

The 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 AM for congregated meals and 11:00 AM for homebound meals. Must be capable of serving lunch to a group of up to 200 people within 24 hours of receiving notice from City Staff.

1. The Lower Tier Subrecipient will operate and manage the Senior Center kitchen providing meals meeting contract requirements. The Lower Tier Subrecipient agrees to select, purchase and prepare food following menus provided by the City and approved by LA County AAA.
2. The Lower Tier Subrecipient agrees to assure that food-handling (cooking, storage and packing) methods will maintain quality and safety of foods. Health department inspection scores should be above 90%, however if an inspection falls below 90% a corrective action plan must be submitted within 48 hours to the Senior Services Supervisor and if an inspection should fall below an 80% rating, the City of South El Monte may withhold reimbursement until corrections are made. If this should occur more than three times, it may cause termination of Services Agreement.
3. Food production procedures shall be prepared with consideration for sanitation and safety standards that comply with Los Angeles County Are Agency on Aging Elderly Nutrition Program Foodservice Standard Operating Procedures and HACCP best practices guidelines. The Caterer agrees to comply with all Federal and State labor laws.
 - b. Lower Tier Subrecipient is responsible for providing all equipment, materials and ingredients required to store, prepare, cook, and serve the meals and snacks, including but not limited to:
 - i. Cooking equipment such as: knives, tongs, clothes, pots, pans, trays, etc.
 - ii. Meal service equipment: trays, pans, serving utensils, coffee urns, etc.
 - iii. Cleaning supplies: cleaning fluids, clothes, dishwasher supplies, etc.
4. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of a Registered Dietitian.
5. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed: All menu substitutions must be pre-approved by the project dietitian
6. Production Control
The Caterer shall hire or appoint a Part-Time Registered Dietitian and a qualified

Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen. The Subcontractor must submit, to the Contractor, the registration I.D. number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager.

- f. Production schedules or worksheets must be available in the food preparation area.
- g. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
- h. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
- i. Appropriate utensils for correct and consistent portion control shall be available and used at each site.

7. Meal Service/Temperature Monitoring

- b. Meals shall be served to seniors with all menu items. Food trays shall not be served ahead of time.
- c. Temperature Checks
 - iv. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to serving.
 - v. The Caterer must have written procedures for monitoring food temperature.
 - vi. The Caterer must use a County approved form to document food temperatures daily (i.e. Food Temperature Log).
 - vii. The Caterer shall have a staff member review the completed Food Temperature Logs at random a minimum of every week. If problems are discovered, an action plan must be developed to resolve the issue.
 - viii. All completed Food Temperature Logs must be maintained on file for the City and County AAA to review.

8. Food Service Requirements

The Lower Tier Subrecipient shall maintain the following records at each nutrition site, and retain them for a pre-designated period.

- a. Cleaning and Production Schedule
- b. Food Temperature Log – one should be available for congregate meals and one for home delivered meals.
- c. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
- d. The current Environmental Health inspection shall be available at the site for review.
- c. Staff who are handling food shall possess a current Food Handlers' Card that shall be available for review.

The Caterer is responsible for managing any additional staff that are necessary for food production operations.

The Caterer will be responsible for providing the necessary staff to serve the food/meals to seniors who attend the Elderly Nutrition Program at the South El Monte Senior Center.

USE OF CITY FACILITIES

The City will provide the kitchen space for food preparation, serving and clean-up equipment. All such equipment will remain the property of the City and must not be loaned or removed from the Senior Center. No modifications or alterations may be made to the City's equipment without the written approval of the City.

The Lower Tier Subrecipient will be expected to establish operating procedures to reduce the likelihood of damage to City property. Lower Tier Subrecipient will be expected to perform the duties which are required to ensure the safe, sanitary and legal operation of the facility. The City will be responsible for all capital improvements necessary for the overall maintenance of the facility and for routine cleaning of all common areas (i.e. bathrooms, walkways).

1. The Lower Tier Subrecipient agrees to provide all personnel necessary to prepare, furnish and serve food at the Senior Center. Lower Tier Subrecipient will be responsible for the operation of kitchen equipment, clean and maintain all food service areas, the layout of these areas is subject to approval from City Staff.
2. The Lower Tier Subrecipient will be responsible for the clean-up and maintenance of the equipment used to prepare, cook, and serve food.
3. Responsible for mopping of kitchen floors and emptying trash.

Responsibilities of the City. With respect to the services to be provided by selected Lower Tier Subrecipient, the City shall be responsible for:

1. Electricity, water and gas for the Senior Center.
2. Maintenance contracts for mechanical equipment owned by the City.
3. Trash removal for Senior Center functions.
4. Clean-up of kitchen when used by City staff.
5. Replacement costs for kitchen equipment for the Senior Center.

ADMINISTRATION OF STAFF

ADMINISTRATION OF FOOD PREPARATION STAFF

7. Lower Tier Subrecipient agrees to comply with all Federal and State labor laws.

8. 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.
9. Lower Tier Subrecipient will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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.

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	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

- 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. 9.c.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-59, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO ALTA PLANNING AND DESIGN, INC. FOR THE ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN

SUMMARY: On June 14, 2021, Request for Proposals (RFP) to Provide Professional Services to prepare the Rosemead Boulevard Corridor Enhancement Plan were solicited. The project will study and conceptualize the City of South El Monte's Rosemead Boulevard, a major arterial road, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. The resulting plan will help the City create a safe multi-modal corridor that will connect residents and businesses throughout the City as well as to the Whittier Narrows Recreation Area that borders the City's southwestern City limits.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-59, awarding a professional services agreement to Alta Planning and Design, Inc. to prepare the Rosemead Blvd Corridor Enhancement Plan, in the amount of \$270,941.

FISCAL IMPACT: The City received \$301,002 Road Maintenance and Rehabilitation Account (RMRA) grant funds from SB-1 for this project. The funding requires a local match of \$38,998, which the City identified using Measure M funds as the local match. The total available funds identified for the project including the grant funds and the City funds is a total of \$340,000. The required local match is 11.47% of total project cost. As outlined in the funding agreement with Caltrans, the City will contribute a proportional local match amount at 11.47%.

Project will be funded from the following sources:

Road Maintenance and Rehabilitation Account (RMRA)	\$301,002
Measure M (Required Local Match at 11.47%)	\$38,998
Total Budget	\$340,000

As outlined in the agreement with Caltrans for the project, there are additional tasks which will be completed by the City staff. These tasks are also reimbursable within the project total budget, not to exceed \$340,000.

DISCUSSION: On October 17, 2019, the City submitted a Caltrans Sustainable Transportation Planning grant application for the Rosemead Boulevard Corridor Enhancement Plan.

On June 18, 2020, Caltrans notified the City that \$301,002 was recommended to be awarded for the Rosemead Boulevard Corridor Enhancement Plan.

On September 8, 2020, Council authorized the City Manager to enter into a grant contract with Caltrans for the project.

In December 2020, the City and Caltrans executed an agreement for this project, and the City received funding from Caltrans (SB-1) in the amount of \$301,002 (plus a required City local match of \$38,998) for the Rosemead Boulevard Corridor Enhancement Plan.

The project will study and conceptualize the City of South El Monte's Rosemead Boulevard, a major arterial road, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. The resulting plan will help the City create a safe multi-modal corridor that will connect residents and businesses throughout the City as well as to the Whittier Narrows Recreation Area that borders the City's southwestern city limits.

The project will examine traffic calming strategies, including but not limited to: protected bike lanes, dedicated rapid transit lanes, smart bus stops, and ADA improvements. These improvements are necessary to increase pedestrian safety, augment the City's existing bicycle network, and help improve public transit quality along Rosemead Boulevard, all of which align with existing State and regional goals of reducing single-occupant motor vehicle trips and improving safety for all roadway users.

On June 14, 2021, staff issued Request for Proposals (RFP) to Provide Professional Services to Prepare the Rosemead Boulevard Corridor Enhancement Plan.

In compliance with the City's Purchasing Manual, Chapter 3 – Professional/Consultant Services, the City is required by State Law (GC § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices.

The RFP was solicited in an effort to secure professional services to prepare the Rosemead Boulevard Corridor Enhancement Plan. Below are all the tasks outlined in the agreement that was executed between the City and Caltrans. The selected consultant will be responsible for providing all the tasks which the Consultant is responsible for providing as identified in the table below. There are also various tasks identified in the table below that City staff will be responsible for:

Task Number	Task Description	Responsible Party
1.1	Project Kick-off Meeting	City
1.2	Consultant Selection Process	City
1.3	Identify Existing Conditions	Consultant
2.1	Develop Stakeholder Engagement Plan	City & Consultant
2.2	Door-to-door outreach	Consultant
2.3	Community Workshop #1	Consultant
2.4	Community Workshop #2	Consultant
2.5	Community Workshop #3	Consultant
3.1	Develop Corridor Enhancement Concept	City & Consultant
3.2	Develop Conceptual Design Alternatives	Consultant
3.3	Draft Corridor Enhancement Plan	Consultant
3.4	Identify Potential Funding Sources	Consultant
3.5	Planning Commission Meeting	City & Consultant
3.6	Finalize Corridor Enhancement Plan	Consultant
3.7	Present Plan to City Council	City & Consultant
4.1	Invoicing	City
4.2	Quarterly Reports	City

The City received six (6) proposals by the RFP deadline on July 13, 2021. The companies which submitted proposals are as follows:

Name of Consultant (alphabetical order)	Firm Location	Fee Proposal
Alta Planning and Design, Inc.	Los Angeles, CA	\$270,941
CR Associates, Inc.	San Diego, CA	\$305,956
Iteris, Inc.	Los Angeles, CA	\$299,611
KTUA	San Diego, CA	\$294,884
MIG	Pasadena, CA	\$299,902
Toole Design	Los Angeles, CA	\$299,989

Staff reviewed proposals received, and evaluated the proposals based on compliance with the RFP requirements, project understanding and approach, experience, level of effort, schedule and cost effectiveness to provide efficient services. After review, staff determined that Alta Planning and Design, Inc. submitted the lowest, most qualified bid proposal to provide the requested services for the project.

The not-to-exceed cost submitted by the most qualified consultant, Alta Planning and Design, Inc., to provide professional services to develop the Rosemead Boulevard Corridor Enhancement Plan is \$270,941.

Additionally, the cost for City staff time is reimbursable from the project budget.

ATTACHMENT(S):

- A. Resolution No. 21-59
- B. Professional Service Agreement (Alta Planning & Design)

ATTACHMENT A

RESOLUTION NO. 21-59

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO ALTA PLANNING AND DESIGN, INC. TO PROVIDE PROFESSIONAL SERVICES TO PREPARE ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN

WHEREAS, on October 17, 2019, the City submitted a Caltrans Sustainable Transportation Planning grant application for the Rosemead Corridor Enhancement Plan; and

WHEREAS, on June 18, 2020, the City received a conditional award letter from Caltrans for the FY 2020-21 Caltrans Sustainable Transportation Planning Grant; and

WHEREAS, on September 8, 2020, Council authorized the City Manager to enter into a grant contract with Caltrans for the project; and

WHEREAS, in December 2020, City and Caltrans executed agreement for this project, and the City received funding from Caltrans (SB-1) in the amount of \$301,002 (plus a required City local match of \$38,998) for the Rosemead Boulevard Corridor Enhancement Plan; and

WHEREAS, on June 14, 2021, the City issued Request for Proposals (RFP) to Provide Professional Services to Prepare Rosemead Boulevard Corridor Enhancement Plan; and

WHEREAS, on July 13, 2021, the City received six (6) proposal for the solicited services; and

WHEREAS, the City staff evaluated the proposals and determined that Alta Planning and Design, Inc. submitted the most qualified proposal to provide Professional Services to Prepare Rosemead Boulevard Corridor Enhancement Plan; and

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated by reference.

SECTION 2. Upon reviewing the proposals submitted for Professional Services, the City Council hereby finds that Alta Planning and Design, Inc. has submitted the most qualified proposal, in the amount of \$270,941.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute a professional service agreement with Alta Planning and Design, Inc. in the amount of \$270,941. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 28th day of September, 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. 21-59 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 28th day of September, 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

DRAFT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

ALTA PLANNING AND DESIGN, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
ALTA PLANNING AND DESIGN, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 28 day of September, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and ALTA PLANNING AND DESIGN, INC., a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals the performance of the services defined and described particularly in Article 1 of this Agreement, which include services to prepare the Rosemead Boulevard Corridor Enhancement Plan.

B. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

C. In compliance with the City’s Purchasing Manual, Chapter 3 Professional/Consultant Services, the City is required by State Law (Government Code § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices.

D. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 Two Hundred Seventy Thousand Nine Hundred Forty One Dollars (\$270,941) (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 subcontractor 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 2 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 1 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:

Emily Duchon	Principal-in-Charge
(Name)	(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 Colby Cataldi or 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:

ALTA PLANNING AND DESIGN, INC., a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 617 W 7th Street, Suite 1103
Los Angeles, CA 90017

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

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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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

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CAPACITY CLAIMED BY SIGNER

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DESCRIPTION OF ATTACHED DOCUMENT

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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 following Services to prepare the Rosemead Boulevard Corridor Enhancement Plan. The project will study and conceptualize the City of South El Monte’s Rosemead Boulevard, a major arterial road, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. The resulting plan will help the City create a safe multi-modal corridor that will connect residents and businesses throughout the City as well as to the Whittier Narrows Recreation Area that borders the City’s southwestern City limits.

A. Task 1: Project Launch

- Task 1.1: Project Kick-off Meeting
 - The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations, including invoicing, quarterly reporting, and all other relevant project information. A meeting summary will be documented.
- Task 1.2: Consultant Selection Process
 - The City will complete the RFP process for selection of a consultant using State-approved procurement procedures.
- Task 1.3: Identify Existing Conditions
 - Consultant will gather existing conditions and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan, such as existing and planned land uses, population characteristics, and travel projections along Rosemead Boulevard.
 - Consultant will inventory and evaluate existing bicycle and pedestrian facilities along Rosemead Boulevard and nearby apartments and homes.
 - Consultant will study the physical and functional conditions of the existing transportation infrastructure and study where planning and infrastructure gaps exist along Rosemead Boulevard.

B. Task 2: Public Outreach

All meetings will be publicly noticed to ensure maximum attendance. All public notices will be in English and Spanish. Spanish translation interpreters will be present at all workshops.

- Task 2.1: Develop a Comprehensive Stakeholder Engagement Plan
 - Consultant will work with the City to develop a public outreach strategy aimed at addressing stakeholders and disadvantaged communities located along and near Rosemead Boulevard. A major goal of the outreach process will be to inform the public about the project's status and accomplishments, and to solicit feedback that will be integrated into the study and resulting plan.
 - The Consultant will work with the City to conduct regular project team meetings to facilitate effective communication regarding upcoming tasks and ensure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
 - Notes summarizing communications between the City and Consultant will be developed for the quarterly updates to Caltrans.
- Task 2.2: Door-to-Door Outreach
 - Consultant will conduct door-to-door outreach to all businesses located along Rosemead Boulevard to solicit project feedback and to gather suggestions regarding improvements that these key stakeholders would like to see along the Rosemead Boulevard corridor.
 - Due to the ongoing pandemic and social distancing concerns, the Consultant may be required by the City to conduct all outreach via email or web-base surveys.
- Task 2.3: Workshop #1
 - Consultant will conduct a walking tour and workshop.
 - This workshop will introduce the Rosemead Boulevard Enhancement Plan project to the public, define project parameters, inform the community of project opportunities and constraints, and to solicit feedback about improvements to Rosemead Boulevard from the community, which will shape Task 3.1, Develop Streetscape Concept.

- Due to the ongoing pandemic and social distancing concerns, the Consultant may be required by the City to conduct all Workshops by conference calls or other platforms such as Zoom.
- Task 2.4: Community Workshop #2
 - Consultant will conduct this interactive workshop.
 - Consultant will present the possible streetscape maps and design alternatives. Community members will be able to decide on their preferred alternatives to be incorporated into the Draft Corridor Enhancement Plan.
 - Due to the ongoing pandemic and social distancing concerns, the Consultant may be required by the City to conduct all Workshops by conference calls or other platforms such as Zoom.
- Task 2.5: Community Workshop #3
 - Consultant will present the Draft Corridor Enhancement Plan and continue to solicit feedback for public comment to shape Task 3.6, Finalize Corridor Enhancement Plan.
 - Due to the ongoing pandemic and social distancing concerns, the Consultant may be required by the City to conduct all Workshops by conference calls or other platforms such as Zoom.

C. Task 3: Corridor Enhancement Plan Development

- Task 3.1: Develop Corridor Enhancement Concept
 - Consultant will work with the City to develop a draft corridor enhancement concept, based on the existing conditions report and the community input collected during door-to-door business stakeholder outreach and Workshop #1 (Task 2.3).
 - The resulting plan will align with State goals of increasing the safety and accessibility of pedestrian and bicycle facilities.
 - The conceptual design will include plans, sketches, and photos.
 - Consultant will work with the City to conduct regular project team meetings to facilitate effective communication

regarding upcoming tasks and ensure the project remains on time and within budget.

- Caltrans staff will be invited to the project team meetings.
- Notes summarizing communications between the City and consultant will be developed for the quarterly updates to Caltrans.
- 3.2: Develop Conceptual Design Alternatives
 - Consultant will develop multiple corridor enhancement conceptual design alternatives.
 - Consultant's illustrations will be made in plan-view, as street cross-sections, and sketches.
 - Consultant's alternatives will be presented at Community Workshop #2 (Task 2.4).
- Task 3.3: Draft Corridor Enhancement Plan
 - Consultant will prepare a draft Corridor Enhancement Plan based on the preferred design alternatives chosen in Workshop #2.
 - The plan will be made available for public comment and presented to the public for feedback at Workshop #3 (Task 2.5).
- Task 3.4: Identify Potential Funding Sources
 - Consultant will review and identify potential funding sources for future implementation of the preferred alternative.
- Task 3.5: Planning Commission Meeting
 - Consultant and the City shall present the draft Corridor Enhancement Plan and recommendations for review and approval.
 - During this session, City Staff and the Consultant will solicit feedback, respond to any questions, and resolve any critical issues.
 - Consultant will prepare the staff report for this meeting.
- Task 3.6: Finalize Corridor Enhancement Plan

- Consultant will complete the final Corridor Enhancement Plan based on feedback collected during the public comment period, Workshop #2, and the Planning Commission Meeting.
- Consultant will submit an accessible electronic copy of the final plan to Caltrans for review.
- The final report shall credit the FTA, FHWA, and Caltrans' financial contribution on the cover or title page.
- Task 3.7: Present Plan to City Council
 - The Consultant and City will present the final Corridor Enhancement Plan and recommendations to the City Council for review and approval, and to resolve any critical issues.
 - The City will take action to Adopt/Accept/Reject the final Corridor Enhancement plan.
 - Consultant will prepare the staff report for this meeting.

D. Task 4: Fiscal Management

- Task 4.1: Invoicing
 - City will submit complete invoice packages to Caltrans district staff based on milestone completion – at least quarterly, but no more frequently than monthly.
- Task 4.2: Quarterly Reports
 - City will submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
 - Upon completion of the project, the City will close out the project with Caltrans and complete a final report for project closeout.

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

- A. Identify Existing Conditions as part of Task 1.3.
- B. Copy of Stakeholder Engagement Plan as part of Task 2.1.

- C. List of businesses visited and summary of comments collected as part of Task 2.2.
 - D. PowerPoint presentation, workshop summary, photos as part of Tasks 2.3 through 2.5.
 - E. Sketches, illustrations as part of Tasks 3.1 and 3.2.
 - F. Draft Plan as part of Task 3.3.
 - G. Funding Source Report as part of Task 3.4.
 - H. Staff Report, PowerPoint presentation, Meeting Summary, Photos as part of Task 3.5
 - I. Final Plan as part of Task 3.6.
 - J. Staff Report, PowerPoint presentation, meeting notes as part of Task 3.7.
- 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. Not applicable.
- 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 Service as listed in Exhibit C-1 if applicable.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the following tasks at the following rates attached as Exhibit C-1.**
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- 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 included in Exhibit C-1.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule attached as Exhibit D-2.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A.**
 - B.**
 - C.**
- 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. 9.d.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-60, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO CR ASSOCIATES; AND RESOLUTION NO. 21-61, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO TRANSTECH ENGINEERS, INC. FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

SUMMARY: On June 2, 2021, Request for Proposals (RFP) to Provide Design Phase Engineering Services and Program Management Services for Civic Center and Interjurisdictional Bicycle Lanes Project (Metro CFP# F5516) were solicited. The project includes installation of bicycle and pedestrian mobility improvements including installation of a combination of protected bike lanes (Class IV-cycle track) and bike route (Class III), center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture (bus shelter, bike racks, trash bins, etc.), bike and pedestrian signage, roadway rehabilitation, striping and related improvements along Santa Anita Avenue and Tyler Avenue. The project limits are Santa Anita Avenue from Merced Avenue/Fawcett Avenue to Tyler Avenue; and Tyler Avenue from Santa Anita Avenue to Klingerman Street.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 21-60, Awarding PSA to CR Associates for design phase engineering services for the preparation of PS&E (Plan, Specifications and Estimates), in the amount of \$392,100; and
2. Adopt Resolution No. 21-61, Awarding PSA to Transtech Engineers, Inc. for program management services including management of design consultant, review of plans, fund management, construction management, contract administration, in the amount of \$478,655.

FISCAL IMPACT: The estimated project budget is as follows:

Design Engineering Phase (Environmental, Design and PS&E)	\$392,100
Construction	\$5,369,809
Program Management, Construction Management	\$478,655
Staff Project Management	\$44,840
Total Budget	\$6,285,404

The Project will be funded from the following sources:

LACMTA Measure M MSP	\$5,671,500
LACMTA CMAQ	\$484,905
Measure R Local Return (Required Local Match)	\$128,999
Total Budget	\$6,285,404

The City received the above funds from LACMTA for the proposed project.

The City will be reimbursed 100% from LACMTA for the recommended professional service agreements for design engineering phase and program management/construction management services. These services are within the approved LACMTA budget.

The only required local match for this project is for the construction phase in the amount of \$128,999. This amount was not previously programmed and will be added as part of the upcoming budget amendment.

DISCUSSION: In April 2016, the City received funding from Metro (LACMTA) in the amount of \$484,905 (plus a required City local match of \$128,999) for the Civic Center and Interjurisdictional Bicycle Lanes project.

In May 2019, the City received additional Measure M Multi-Year Subregional funds totaling \$5,671,500 for the Santa Anita Avenue Walkability Project. Staff submitted a request to LACMTA to combine these two funding awards into one project focusing on Santa Anita Avenue and Tyler Avenue combining pedestrian and bicycle facility improvements into one project.

In July 2019, the LACMTA board approved City's request to combine both funds totaling \$6,285,404 toward the Civic Center and Interjurisdictional Bicycle Lanes project for Santa Anita Avenue/Tyler Avenue.

In April 2020, the City and LACMTA executed funding agreement for the Civic Center and Interjurisdictional Bicycle Lanes project for Santa Anita Avenue/Tyler Avenue.

The project includes installation of bicycle and pedestrian mobility improvements including installation of a combination of protected bike lanes (Class IV-cycle track) and bike route (Class III), center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture (bus shelter, bike racks, trash bins, etc.), bike and pedestrian signage, roadway rehabilitation, striping and related improvements. The project is located along Santa Anita Avenue and Tyler Avenue in the City of South El Monte, in the San Gabriel Valley area. The project limits are Santa Anita Avenue from Merced Avenue/Fawcett Avenue to Tyler Avenue; and Tyler Avenue from

Santa Anita Avenue to Klingerman Street. Total project length is approximately 1.4 miles.

In June 2021, the City issued two separate Request for Proposals (RFP) to Provide Design Phase Engineering Services and Program Management Services for the Project.

In compliance with the City's Purchasing Manual, Chapter 3 – Professional/Consultant Services, the City is required by State Law (GC § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices.

The first RFP was solicited to Provide Design Phase Engineering Services for the preparation of PS&E (Plan, Specifications and Estimates). The solicited services include survey, utility research, project data collection, preliminary design, final design (preparation of plans, specifications and estimates), as needed bidding phase and construction phase services.

The City received three (3) proposals by the RFP deadline on July 1, 2021. The proposers are as follows:

Name of Consultant	Firm Location	Fee Proposal
(alphabetical order)		
Alta Planning and Design, Inc.	Los Angeles, CA	\$566,399
CR Associates	Los Angeles, CA	\$392,100
IMEG Corporation	Ontario, CA	\$494,900

Staff reviewed proposals received and evaluated the proposals based on compliance with the RFP requirements, project understanding and approach, experience, level of effort, schedule and cost effectiveness to provide efficient services. After review, Staff determined that CR Associates submitted the lowest, most qualified bid proposal to provide Design Phase Engineering Services for the project.

The cost for the Design Phase Engineering services is \$392,100. The proposed not-to-exceed cost is within the approved project budget by Metro.

The second RFP was solicited to Provide Program Management Services including Management of Design Consultant, Review of Plans, Fund Management, Construction Management, Contract Administration. The solicited services include federal funds management and program management during design, bidding and advertisement phase, construction management and inspection services, contract administration.

The City received two (2) proposals by the RFP deadline on July 1, 2021. The proposers are as follows:

Name of Consultant	Firm Location	Fee Proposal
(alphabetical order)		
Interwest Consulting Group	Irvine, CA	\$852,198
Transtech Engineers, Inc.	Chino, CA	\$478,655

Staff reviewed proposals received and evaluated the proposals based on compliance

with the RFP requirements, project understanding and approach, experience, level of effort, schedule and cost effectiveness to provide efficient services. After review, Staff determined that Transtech Engineers, Inc. submitted the lowest, most qualified bid proposal to provide Program Management Services for the project.

The cost for the Program Management services is \$478,655. The proposed not-to-exceed cost is within the approved project budget by Metro.

Staff recommends that the City Council direct the City Manager or designee to execute the attached professional service agreements to initiate the project.

ATTACHMENT(S):

- A. Resolution No. 21-60
- B. Professional Service Agreement (CR Associates)
- C. Resolution No. 21-61
- D. Professional Service Agreement (Transtech Engineers)

ATTACHMENT A

RESOLUTION NO. 21-60

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING
PROFESSIONAL SERVICE AGREEMENT TO CR ASSOCIATES TO
PROVIDE DESIGN PHASE ENGINEERING SERVICES FOR CIVIC CENTER
AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

WHEREAS, in April 2016, the City was awarded \$484,905 (plus a required city match of \$128,999) for the Civic Center and Interjurisdictional Bicycle Lanes project for bike lanes along Merced, Lerma, Santa Anita and Thienes; and

WHEREAS, staff determined that these funds should be reprogramed toward the Santa Anita Avenue Walkability Project; and

WHEREAS, in May 2019, the City was awarded Measure M Multi-Year Subregional funds totaling \$5,671,500 for the Santa Anita Avenue Walkability Project; and

WHEREAS, staff submitted a request to LACMTA to combine these two funding awards into one project focusing on Santa Anita Avenue; and

WHEREAS, in July 2019, the LACMTA Board approved our request to combine both these funding awards totaling \$6,285,404 toward the Civic Center and Interjurisdictional Bicycle Lanes project for Santa Anita Avenue; and

WHEREAS, in March 2020, Council approved the Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement for Call for Projects #F5516 between the City and LACMTA, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement.

WHEREAS, the City issued Request for Proposals to Provide Design Phase Engineering Services on June 2, 2021, and the City received three (3) proposal for the solicited services on July 1, 2021;

WHEREAS, the City staff evaluated the proposals and determined that CR Associates submitted the most qualified proposal to provide Design Phase Engineering Services for the project;

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated by reference.

SECTION 2. Upon reviewing the proposals submitted for Design Phase Engineering Services, the City Council hereby finds that CR Associates has submitted the most qualified proposal, in the amount of \$392,100.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute a professional service agreement with CR Associates in the amount of \$392,100. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 28th day of September, 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. 21-60 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 28th day of September, 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

CR ASSOCIATES

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 14th day of September, 2021 by and between the City of South El Monte, a California, a municipal corporation (“City”) and CR Associates, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 Three Hundred Ninety-Two Thousand One Hundred Dollars (\$392,100) (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 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 1 additional one-year term.

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:

Monique Chen, PE
(Name)

Principal-in-Charge
(Title)

Aryo Rad, PE
(Name)

Project Manager
(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 Colby Cataldi or 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.

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 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:

CR ASSOCIATES, a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 801 S. Grand Avenue
Los Angeles, CA 90017

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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.

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S)	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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.

OPTIONAL

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☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

The tasks below are intended to clarify and supplement the scope items in the RFP, and to indicate design phases, our assumptions, and deliverables to be completed. Design documents will be prepared based on the City’s standard format. We have included a drawing list with our fee in the separate sealed envelope. Any references to “Consultant” shall mean CR Associates, Inc. and its subconsultants. References to “City” shall mean the City of South El Monte. “Project” shall mean Design Phase Engineering Services for the Prep of PS&E for Civic Center and Interjurisdictional Bicycle Lanes.

Task 1: Project Management, Coordination and Meetings

The Consultant will provide project management for the duration of the project consisting of attending kickoff

meeting and PDT meetings, coordination with subconsultants and stakeholders, preparation of meeting agendas and minutes, monthly progress reports and securing permits. The Consultant will prepare a Gantt Chart format Target Schedule showing primary tasks and review and processing periods. The Consultant will update the project schedule showing actual progress versus target and submit to the City on a monthly

basis. As part of this task, we will attend a field visit with the City staff at each submittal for up to three meetings. Our team will also support the City staff in preparation of Caltrans application (E-76) for construction phase.

Deliverables: Meeting agendas, meeting minutes, action items, monthly progress reports, invoicing, draft target schedule, monthly schedule update

Task 2: Record Research and Utility Coordination

The Consultant will obtain available record drawings and data such as GIS mapping, as-built plans, right-of-way data, future improvement plans adjacent to or affecting the project site and utility atlases. The Consultant will prepare a utility agency tracking list encompassing contact list for substructure and utility owner-operators. As part of this task, we will coordinate with utility agencies for the point of connections for traffic signals and landscape irrigation system. We will assist the City with utility notification letters consisting of the following: Utility Information Request, Prepare to Relocate Notice/Final Utility Notice Form and Notice to Relocate. Utility agency’s fees are excluded from this task.

Deliverables: Utility agency tracking list, utility notification letters

Task 3: Surveying

The Consultant team will provide a topographic aerial survey at a scale of 1" = 40' for the project limits. This entails survey record collection, establishment of horizontal and vertical controls, monument and centerline tie preservation, and Right-of-Way. Existing right-of-way will be shown per readily available records. Surveying work will be performed under the supervision of a California Licensed Land Surveyor.

Deliverables: AutoCAD Files of Topographic Survey and DTM of existing surface

Task 4: Geotechnical Investigation

Infiltration Test and Soil Suitability: The Consultant will conduct a geotechnical field review as follows:

- Percolation rate test at two locations to the depth of 10 feet
- Obtain bulk, soil samples at selected depths

The Consultant will compile data and geotechnical analysis of the field and laboratory tests consisting of analyses to evaluate and provide recommendations pertaining to the following:

- Percolation rate characteristics of the soils
- Grain Size Distribution and Atterberg Limits/Plasticity Index
- Moisture content

The Consultant will prepare a report presenting the results of field exploration, geotechnical laboratory testing, engineering analyses, as well as conclusions and recommendations relative to the project.

Pavement Evaluation: The Consultant will conduct a:

- Subsurface exploration consisting of the excavation, sampling, and logging of five hand excavated cores to depths of approximately five feet, or refusal within the project limits. The purpose of the pavement borings will be to observe the existing structural pavement sections and collect soil samples.

Assumptions: The City will issue a no fee permit for geotechnical field work. There will be no full depth pavement design included. Traffic control for pavement borings and percolation tests will be based on Work Area Traffic Control Handbook (WATCH) manual. Preparation of traffic control plans; hot-mix asphalt patching and Full-Depth Reclamation Recommendations are not included.

Deliverables: Draft and final Pavement Evaluation and Soil Material Report

Task 5: Preliminary Design

The Consultant will review existing City's conceptual design and confirm opportunities, constraints, and resulting recommendations. We will identify and evaluate the feasibility of the proposed improvements based on available funding and right-of-way constraints. Bike lane

classifications and forms of separation, pavement rehabilitation options, traffic improvements, pedestrian crossings enhancements, and median improvements will all be considered in the development of the concept alternatives. As part of this task, we will provide the City with Opinion of Probable Construction Costs (Estimate). We will prepare an alternative analysis report including recommended project, cost/funding, phasing, and design alternatives.

Deliverables: Draft and final preliminary design (35% submittal); and opinion of probable construction cost; and project study report

Task 6: Environmental Documentation

This scope of services assumes preparation of a Categorical Exemption for CEQA and a Categorical Exclusion for NEPA. Our team will prepare a California Environmental Quality Act. (CEQA) Categorical Exemption and a National Environmental Policy Act (NEPA) Categorical Exclusion. The Consultant will prepare Preliminary Environmental Study (PES) form per Caltrans requirements. We assume all City comments, including any City attorney comments, will be provided concurrently. The Consultant will prepare responses to written comments. Draft responses will be submitted to the City for review and approval.

Assumptions: The City will be responsible for the payment of all filing fees.

Deliverables: Draft Responses to Comments (one round of review), Final Responses to Comments, Filing of Notice of Determination

Task 7: Hydraulic/Hydrology Analysis

Our team will prepare a drainage report to address hydrology and hydraulics for the project per Los Angeles County Hydrology Manual and City of South El Monte requirements and will provide design recommendations. Modification of existing catch basins and connections to the storm drain main line are anticipated as part of the project. Modifications are intended to maintain existing drainage patterns and flows. Calculations will consist of comparing the pre- and post-project conditions at the site. Evaluation and recommendations are limited to the impacted portion of the storm drain within the project site. Evaluation of the downstream or upstream existing storm drain system is not anticipated as part of this task.

Deliverables: Draft and final hydrology and hydraulic analysis and drainage report

Task 8: Water Quality/Low Impact Development (LID)

The Consultant will develop stormwater feasible BMPs such as bioswale or other appropriate LID BMPs in selected areas to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for stormwater and non-stormwater discharges from the MS4 of Los Angeles County. We will prepare calculations to determine the Storm

Water Quality Design volume (SWQDv) and design the BMPs in accordance with the Los Angeles County Low Impact Development Standards Manual and with the USEPA Green Street standards.

Bioretention with underdrains may be used for areas with low permeability. A technical memorandum will be prepared that encompasses the BMP design calculations.

Deliverables: Draft and final LID Report

Task 9: Street Improvement and Bike Lane Plans

The Consultant team will develop roadway and bike lane plans for the construction of roadway improvements consisting of bulb-outs, medians, bus platforms, bike lanes, sidewalks, curb and gutter, and ADA improvements. The plans will show typical sections, details and horizontal and vertical design information. Roadway plans will be prepared at a scale of 1" = 20' horizontal.

Deliverables: 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF

Task 10: Storm Drain Plans

Prepare storm drain improvements plans showing proposed drainage features and catch basins (where needed), and lateral connections to the existing main lines. Drainage plans will also show storm drain pipes, water quality features, and connections needed to the proposed BMPs within the proposed medians or parkways. Storm drain plans will be prepared at a scale of 1" = 20' horizontal and 1" = 2' vertical for profiles.

Deliverables: 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF

Task 11: Signing and Striping Plans

The Consultant will prepare striping and signing plans at a scale of 1" = 20' for the proposed improvements. Signing and striping plans will incorporate lane line reconfigurations and bikeway striping. Striping and signing plans will comply with the City's standards, Caltrans, and the California MUTCD.

Deliverables: 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF

Task 12: Traffic Signal Plans

The Consultant will prepare traffic signal modification plans for up to five signalized intersections. The traffic signal modification plans will be prepared in accordance with current City of South El Monte and Caltrans standards.

Deliverables: 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF

Task 13: Potholing

Our team will provide vacuum excavation potholes to identify underground utilities where conflicts may exist. We assumed an allowance amount for this task that is provided in our fee schedule. This task will be pending City's approval. Additional potholing can be provided if

needed and per City approval. We assume traffic control for potholing will be based on WATCH manual. Preparation of traffic control plans is excluded for this task.

Deliverables: Potholing report

Task 14: Opinion of Probable Construction Cost

The Consultant team will prepare an Opinion of Probable Construction Cost (Estimate) based on quantities. Unit prices will be derived from readily available current bid information based on similar projects within the area. Backup will be generated for lump sum items.

Deliverables: 60%, 95%, and 100% Opinion of Probable Construction Costs, electronic files in PDF

Task 15: Specifications

The Consultant team will prepare technical specifications based on the boiler plate supplied by the City. References for the technical provisions to the City's Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other appropriate specifications will be shown.

Deliverables: 60%, 95%, and 100% Specifications, electronic files in PDF

Task 16: Bidding Support

The Consultant team will provide services during the bid phase by attending pre-bid meeting, and responding in writing to requests for information (RFI)/clarifications. Our team will assist the City in the issuance of addenda to the bid package. Changes in the overall design concept are not accounted for in this scope. We will review up to three bid cost schedules conform compliance with the bid documents.

Deliverables: Responses to up to 15 RFIs, design revision for 2 Addendums

Task 17: Construction Support

The Consultant team will assist the City during the construction phase by responding to the Contractor's RFIs, preparing addenda, reviewing submittal and changes orders, and providing clarifications. The Consultant's project manager or design lead will attend construction meetings per City's request and a final walk through at completion of construction. We have included up to 100 hours for this task per our fee schedule. We will prepare record drawings by updating the approved design drawings based on one set of redline markups provided by the City staff.

Deliverables: Responses to RFIs, Addendums, Record Drawings - One hard copy and one electronic

- II.** 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:

III. 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.

IV. Consultant will utilize the following personnel to accomplish the Services:

- Monique Chen, PE, Principal-in-Charge
- Aryo Rad, PE, Project Manager
- Matt Capuzzi, PE, QA/QC Manager
- Adam Chase, PE, TE, Roadway Engineering and Bicycle Facilities
- Kevin Roque, EIT, Roadway Engineering and Bicycle Facilities
- Hailey Tyson, EIT, Roadway Engineering and Bicycle Facilities
- Tomo Takahashi, PE, Traffic and Electrical Engineering
- Jonathan Sanchez, PE, TE, PTOE, Traffic and Electrical Engineering
- Tyler Rausch, EIT, Traffic and Electrical Engineering/Utilities
- Scott Cartwright, PE, Water Quality and Drainage
- Melanie Foranda, EIT, Water Quality and Drainage
- Laura Hernandez, EIT, Water Quality and Drainage
- Cat Callaghan, AIA, AICP, Active Transportation Planning and Traffic Operations
- Phuong Nguyen, PE, Active Transportation Planning and Traffic Operations
- Forrest Baker, PE, Utilities
- Camden Cabrinha, PLS, Surveying
- Jamie Bertchume, PLS, Surveying
- Lacey Whithers, ASLA, RLA, Landscape Architecture/Aesthetics
- Ben Hushmand, PE, PhD, Geotechnical
- Ashkan Hushmand, PE, Geotechnical

- Donald Whitman, Potholing
- Marc Blodgett, Environmental

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

N/A

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

City of South El Monte
Civic Center and Interjurisdictional Bicycle Lanes
(LACMTA CFP# F5516) Project (REV1)

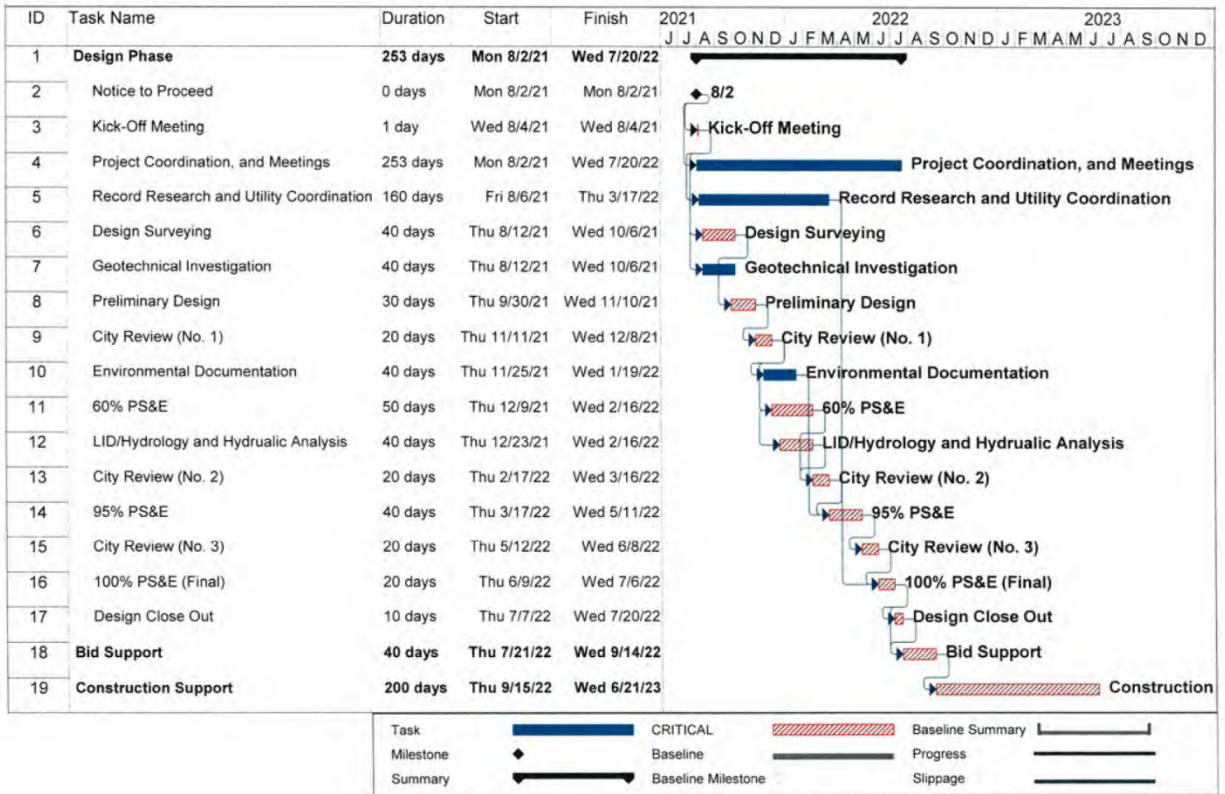
Classifications			CR Associates								CRA Hours Per Task	CRA Cost Per Task	Subconsultants					[Sub] Cost Per Task	Total Costs
			Principal \$250.00	Project Manager \$220.00	Senior Professional/QC \$230.00	Task Lead \$230.00	Professional \$155.00	Analyst \$125.00	Technician \$80.00	Support Staff \$100.00			Landscape and Irrigation W&S	Environmental Studies BBE	Geotechnical Engineering HAI	Surveying C&H	Potholing BTL		
Phase	Task	Task Description																	
All	1	Project Management, Coordination and Meetings	12	40		36	24			16	128	\$ 25,400.00				\$ -	\$ 25,400.00		
	2	Record Research and Utility Coordination		6		8	16		16		54	\$ 8,280.00				\$ -	\$ 8,280.00		
	3	Surveying		4		6	12				22	\$ 4,120.00				\$ 34,200.00	\$ 40,320.00		
	4	Geotechnical Investigation		4		4	4				12	\$ 2,420.00				\$ 15,500.00	\$ 17,920.00		
2	5	Preliminary Design	2	12	8	12	20		40	36	130	\$ 18,720.00				\$ -	\$ 18,720.00		
	6	Environmental Documentation		4		6	12		24		22	\$ 4,120.00		\$14,000.00		\$ 14,000.00	\$ 18,120.00		
	7	Hydraulic/Hydrology Analysis		8	4	16	36	24			88	\$ 14,940.00				\$ -	\$ 14,940.00		
	8	Water Quality/Low Impact Development (LID)		8	4	16	32	24			84	\$ 14,320.00				\$ -	\$ 14,320.00		
3	9	Street Improvement and Bike Lane Plans	4	32	28	64	100	200	160		588	\$ 82,500.00				\$ -	\$ 82,500.00		
	10	Storm Drain Plans		16	12	20	24	40	24		134	\$ 21,520.00				\$ -	\$ 21,520.00		
	11	Sanitary and Shallow Plans	2	12	8	16	32	64	40		174	\$ 24,820.00				\$ -	\$ 24,820.00		
	12	Traffic Signal Plans		16	16	40	64	120	80		336	\$ 47,720.00				\$ -	\$ 47,720.00		
4	13	Potholing		2			8				10	\$ 1,440.00					\$ 10,000.00		
	14	Opinion of Probable Construction Cost		6	4	4	12	16	32		74	\$ 9,580.00				\$8,560.00	\$ 9,580.00		
	15	Specifications		8	4	16	40				68	\$ 12,540.00				\$ -	\$ 12,540.00		
	16	Bidding Support		8	4	8	12				32	\$ 4,380.00				\$ -	\$ 4,380.00		
5	17	Construction Support	2	14		16	28	36		4	100	\$ 16,500.00				\$ -	\$ 16,500.00		
Expenses												\$ 2,500.00					\$ 2,500.00		
A - Reproduction, Mail, etc.												\$ 2,500.00					\$ 2,500.00		
		Total	22	200	92	288	468	588	380	20	2058	\$ 317,840.00		\$ 14,000.00	\$ 15,500.00	\$36,200.00	\$ 8,560.00	\$ 74,260.00	\$ 392,100.00

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- 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.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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



- 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.**

ATTACHMENT C

RESOLUTION NO. 21-61

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING
PROFESSIONAL SERVICE AGREEMENT TO TRANSTECH ENGINEERS,
INC. TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR CIVIC
CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

WHEREAS, in April 2016, the City was awarded \$484,905 (plus a required city match of \$128,999) for the Civic Center and Interjurisdictional Bicycle Lanes project for bike lanes along Merced, Lerma, Santa Anita and Thienes; and

WHEREAS, staff determined that these funds should be reprogramed toward the Santa Anita Avenue Walkability Project; and

WHEREAS, in May 2019, the City was awarded Measure M Multi-Year Subregional funds totaling \$5,671,500 for the Santa Anita Avenue Walkability Project; and

WHEREAS, staff submitted a request to LACMTA to combine these two funding awards into one project focusing on Santa Anita Avenue; and

WHEREAS, in July 2019, the LACMTA Board approved our request to combine both these funding awards totaling \$6,285,404 toward the Civic Center and Interjurisdictional Bicycle Lanes project for Santa Anita Avenue; and

WHEREAS, in March 2020, Council approved the Civic Center and Interjurisdictional Bicycle Lanes Restarted Funding Agreement for Call for Projects #F5516 between the City and LACMTA, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement.

WHEREAS, the City issued a Request for Proposals to Provide Program Management Services on June 2, 2021, and the City received two (2) proposals for the solicited services on July 1, 2021, and;

WHEREAS, the City staff evaluated the proposals and determined that Transtech Engineers, Inc. submitted the most qualified proposal to provide Program Management Services for the project.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated by reference.

SECTION 2. Upon reviewing the proposals submitted for Program Management Services, the City Council hereby finds that Transtech Engineers, Inc. has submitted the most qualified proposal, in the amount of \$478,655.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute a professional service agreement with Transtech Engineers, Inc. in the amount of \$478,655. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 28th day of September, 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. 21-61 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 28th day of September, 2021, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT D

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

TRANSTECH ENGINEERS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
TRANSTECH ENGINEERS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 28th day of September, 2021 by and between the City of South El Monte, a California, a municipal corporation (“City”) and Transtech Engineers, Inc., a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 Four Hundred Seventy Eight Thousand Six Hundred Fifty Five Dollars (\$478,655) (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 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 1 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:

Ahmad Ansari, PE

Principal

(Name)

(Title)

Okan Demirci, PE

Project Manager

(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 Colby Cataldi or 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.

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 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:

TRANSTECH ENGINEERS, INC., a California Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: 13367 Benson Avenue
Chino, CA 91710

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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.

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		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S)	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 20__ 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.

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		DESCRIPTION OF ATTACHED DOCUMENT
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☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

The turn-key Program Manager (PM) shall be responsible for all project phases from initial design through construction. The following is the anticipated scope of services to be provided by the turn-key Program Manager:

I. FUNDS MANAGEMENT & PROGRAM MANAGEMENT PHASE

- Preparation of all necessary funding documents for the obligation and authorization of the use of federal funds (for construction phase), and coordination with required agencies to obtain such approvals/authorizations.
- Preparation of necessary documentation and submittals to obtain necessary approvals, including environmental documentation, right of way certifications, Authorization to Advertise, Authorization to Award, Authorization to Proceed with Construction and Final Report as required on Federally Funded Projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Preparation of reimbursement invoices, expenditure reports, and quarterly progress updates as required to Caltrans and/or Metro.
- Enforcement of federal fund requirements.

II. PS&E PHASE (a 12 month PS&E phase shall be assumed):

- Oversight and management of design engineer and all other specialty consultants. Design plans and technical specifications to be provided by the design engineer (under a separate contract).
- Technical review of the design plans, including acting as an extension of City engineering plan check and approval for compliance with the applicable codes.
- Quality control plan check.
- Value engineering.
- Review of cost estimates.
- Budget and funding control to make sure the project is completed within available budget with all aspects.
- Preparation of all necessary paper work, including environmental clearances, for the approval of bid package by all involved regulatory agencies.
- Preparation of Administrative Section of the specifications.
- Compilation of complete bid packages.
- Conducting a “Constructability Review” of the plans.

- During the PS&E phase the consultant shall hold monthly progress meetings with the City staff, and prepare and make at least 2 presentations to the City Council on the project. The consultant shall also prepare Council staff report and present to the City Council the completed PS&E Bid package and request to advertise for construction bids.

III. BIDDING AND ADVERTISEMENT PHASE (a 3 month Bidding and Advertisement phase shall be assumed):

- Advertising bid notices on various trade publications.
- Providing bid packages to potential bidders.
- Establishing a web (ftp) site for the project to provide project information, and also post the bid package (plans and specifications) on the ftp site for access by potential bidders for file downloading.
- Maintaining a log of plan holder's information.
- Conducting pre-bid meeting.
- Responding to bidder's questions.
- Preparing and distributing addenda. The design engineer will provide technical answers related to his/her design.
- Conducting bid evaluation and bid analysis.
- Background check of lowest 3 bidders.
- Establishing lowest responsive qualified bidder.
- Preparing Council staff report and presenting to the City Council to award the contract to the lowest responsible qualified bidder for the construction.
- Coordinating the award and execution of the contract between the City and the contractor, including review of insurance, bonding, and other required documents.

IV. CONSTRUCTION PHASE (a 12 month field construction phase plus a 3 month project closeout phase shall be assumed):

- Conduct a pre-construction meeting and bi-weekly construction meetings with the contractor, City, and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate with City staff, contractor when applicable, agencies, and Project stakeholders.
- Prepare weekly status reports and statements of working days and any other statements that are required by the City.
- Participate in field meetings and document issues, findings, direction, changes, etc., and develop solutions.
- Provide direct supervision, scheduling and problem resolution for the contractor.
- Maintain Engineer's and Inspector's Daily Reports, and recording work in progress, which may include the hours worked by men and equipment:
- Contract Time Monitoring shall include review working days, contract time requirements, and documentation of time extensions. Maintain a written record of project progress, which shall indicate factors which may affect the work, such as, weather conditions, utility

delays, strikes or labor disputes, and material shortages. Based on these factors a record of working days will be maintained, including:

- Weekly Statement of Working Days
- Where work is being paid for based on the cost of labor, equipment, and material
- When there is an anticipated change in character of work
- When there is a potentially significant overrun or underrun, or
- When there is disputed work or a potential claim
- When the report is used to determine compliance with labor provisions of the contract, the following additional information may be included:
 - The names or identification numbers of the contractor's personnel
 - The respective classifications of the work being performed
 - The number of hours worked on the date covered by the report
 - Reporting for labor compliance will be done on a random spot-check basis only. One report per week on the project will be used as an initial guide. The frequency may be reduced after a high degree of compliance has been verified.
- Maintain Project Files, which shall contain all data pertinent to the work and to the requirements of the specifications. In general, project files will support adequacy of file control, conformance to contract specifications, and contract payments to the contractor
- Monitor the contractor to ensure as-built drawings and specifications are properly maintained. The CM shall compile the as-built documents and submit them at the end of the Project to the City Engineer for review, approval and further processing.
- Provide Labor Compliance Services.
- Establish project filing system, and maintain projects files and records.
- Manage and process change orders and pay requests. Maintain an accounting of construction costs to complete the Project, including approved change orders. Review payment requests, make payment recommendations, and prepare progress payments in City's standard format.
- Manage, respond, approve/disapprove and process RFIs and submittals.
- Conduct construction meetings.
- Conduct project progress meetings with City and present project progress, budget, issues, resolutions.
- Provide inspection and enforcement of NPDES, and SWPPP.
- Provide public relations and outreach services. The project streets are along heavily travelled, business and residential areas, and will have extensive impacts on parking, adjacent businesses and residents. Therefore, an effective public relations effort and program to keep public informed at all times and responding to public inquiries, comments, complaints effectively is an important task that the selected consultant is required to perform. Selected consultant is also expected to make 2 project information, progress presentations at City Council meetings, and at 2 community meetings.
- Respond to inquiries and providing responses to public, City and other parties.
- Conduct project walk-through(s) and prepare punch list(s).
- Prepare project close out, necessary documents, final invoicing, staff report for acceptance of project by City Council, presentation of report at City Council, preparation and filing of Notice of completion at the County Records Office, preparation of final retention release invoice 35 days after NOC filing.
- Retaining "Specialty Inspection and Testing", "Construction Soils Engineer". Fee for

“Specialty Inspection and Testing”, “Construction Soils Engineer”, Consultants will be determined after the design plans are completed, and the scope for such specialty services are finalized. PM shall be responsible to obtain proposals from qualified firms for these specialty services, and select the most qualified firm for each service based on a specific scope. The City will review the proposals and will have the final decision on the selection of these specialty service subconsultants. PM will be responsible for managing these specialty service subconsultants.

- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
- 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:
- 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:
 - Ahmad Ansari, PE, Principal
 - Okan Demirci, PE, QSD, QSP, Project Manager
 - Michael Ackerman, PE, QSD, QSP, QISP, Sr. Eng. (PM/RE Support)
 - Karen Vigil, PTP, RSP, EIT, Associate Eng. (Office Eng. Support)
 - Melissa Demirci, RSP, Associate Eng. (PR/Office Eng. Support)
 - Bahman Janka, TE, Sr.Tr. Eng. (TS/Traffic Control Review Support)
 - Jeffrey Kao, PE, CBO, CASp, Sr. Eng. (ADA Compl. Review Support)
 - Ali Cayir, PE, Sr. Engineer (PM Support)
 - Earl Fraser, QSP, Sr. CM/Sr. Supervising Inspector
 - Craig Wheeler, CM/Sr. Inspector

- Jeffrey Hirsh, CM/Sr. Inspector
- Robert Garcia, Sr. Inspector
- Mario Magliocchetti, Sr. Inspector
- Robert Garcia, Sr. Inspector
- Andy Carlton, Inspector
- Lissette Montoya, Funds Administration (Subconsultant, Avant-Garde, Inc)
- Megan Lenoue, Funds Administration (Subconsultant, Avant-Garde, Inc)

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

FEE TO PROVIDE PROGRAM MANAGEMENT SERVICES INCLUDING MANAGEMENT OF DESIGN CONSULTANT, REVIEW OF PLANS, FUND MANAGEMENT, CONSTRUCTION MANAGEMENT, CONTRACT ADMINISTRATION FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES, (LACMTA CFP# F5516) PROJECT, IN THE CITY OF SOUTH EL MONTE, CALIFORNIA								
Project Phases	Tasks	Staff Classifications				Total Hours	Total Fee	Phase Costs
		Design Engineer Program Manager Res. Eng. CM	Inspector	Associate Eng Office Eng	Admin Support Staff			
		Average Hourly Billing Rates						
		Note: Rates are average. Actual Billing rates may differ slightly based on staff's position at the time						
		\$185	\$145	\$135	\$65			
Phase I: Funds Management & Program Management Phase	Overall Contract Administration, Coordination and Management during <u>entire project duration</u>	300	0	300	300	900	\$115,500	\$132,040
	Preparation of Documents for Construction Phase Authorization	10	0	8	0	18	\$2,930	
	Preparation of Funding Documents and submittals	10	0	8	0	18	\$2,930	
	Preparation of Quarterly Reports and Reimbursement Invoices	10	0	8	0	18	\$2,930	
	Subtotal Phase I.a						\$124,290	
	List Subconsultant Avant-Garde, Inc.						\$7,500	
	List any other Reimbursable Expenses: Direct Reimbursable Budget Allowance, if needed						\$250	
Anticipated Phase Duration Per RFP Entire	Subtotal Phase I.b						\$7,750	
Project Duration								
Phase II: PS&E Phase	Coordination and Management	40	0	20	20	80	\$11,400	\$29,165
	PS&E Reviews	40	0	0	0	40	\$7,400	
	Assistance to Design Consultant, Prep of Admin Section of Specs	10	0	0	0	10	\$1,850	
	Assistance for the preparation of docs for PSE approval	10	0	10	1	21	\$3,265	
	Subtotal Phase II.a						\$23,915	
	List Subconsultant Avant-Garde, Inc.						\$5,000	
	List any other Reimbursable Expenses: Direct Reimbursable Budget Allowance, if needed						\$250	
Anticipated Phase Duration Per RFP 12 Months	Subtotal Phase II.b						\$5,250	
Phase III: Bidding and Adv. Phase	Coordination and Management	4	0	1	1	6	\$940	\$4,675
	Bid Advertisement, coordination w Design Eng to respond to <u>questions. Addenda Preparation</u>	4	0	1	1	6	\$940	
	Bid review and analysis	2	0	4	1	7	\$975	
	Post Award package preparation and submittal to Caltrans	2	0	1	1	4	\$570	
	Subtotal Phase III.a						\$3,425	
	List Subconsultant Avant-Garde, Inc.						\$1,000	
	List any other Reimbursable Expenses: Direct Reimbursable Budget Allowance, if needed						\$250	
Anticipated Phase Duration Per RFP 3 Months	Subtotal Phase III.b						\$1,250	
Phase IV: Construction Phase	Coordination and Management	240	0	120	120	480	\$68,400	\$312,775
	Construction Management	210	0	140	0	350	\$57,750	
	Inspection	70	1,120	0	0	1,190	\$175,350	
	Project Close out	10	0	10	5	25	\$3,525	
	Subtotal Phase IV.a						\$305,025	
	List Subconsultant Avant-Garde, Inc.						\$7,500	
	List any other Reimbursable Expenses: Direct Reimbursable Budget Allowance, if needed						\$250	
Anticipated Phase Duration Per RFP 12 Months	Subtotal Phase IV.b						\$7,750	
TOTAL FEE							\$478,655	

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- 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.**

EXHIBIT “C”-1

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
(Effective through June 30, 2022)

Rates are average, negotiable and can be modified based on the specific project's scope

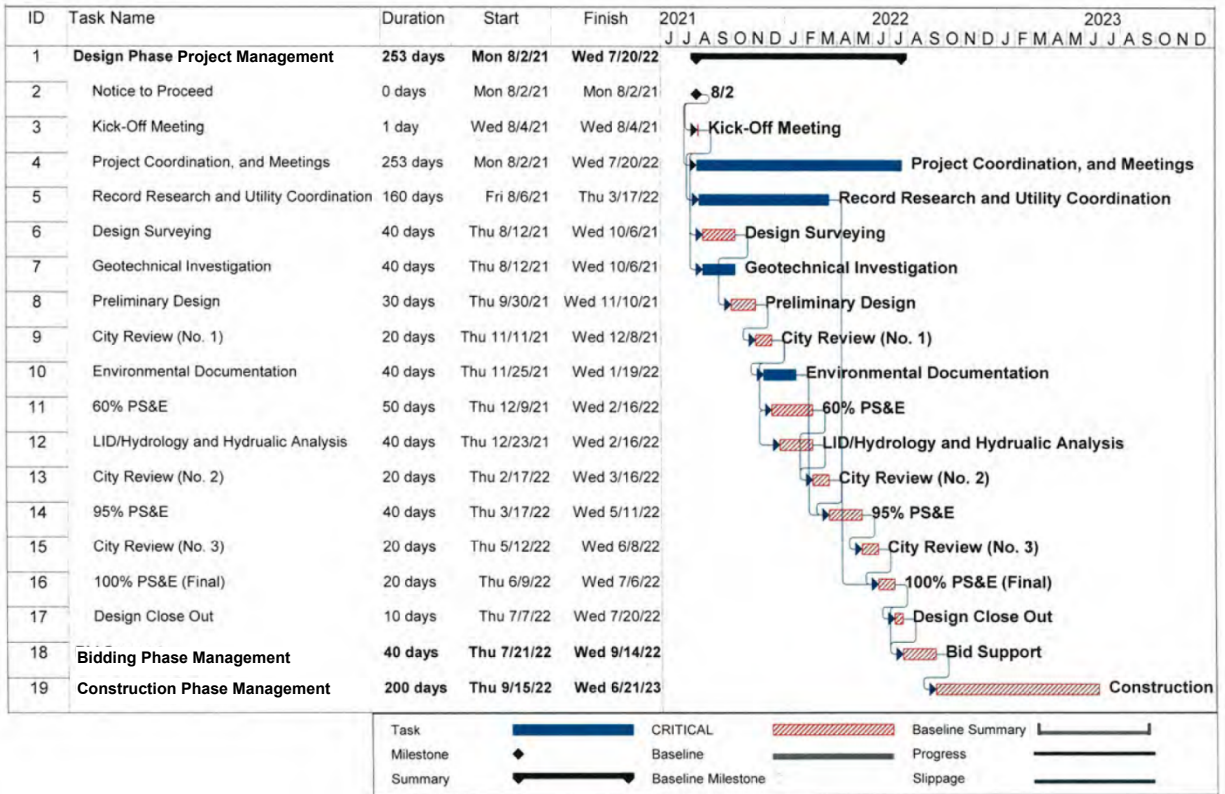
ENGINEERING		CONSTRUCTION MANAGEMENT		BUILDING & SAFETY	
Field Technician	\$80	Labor Compliance Analyst	\$135	Permit Technician	\$85
Engineering Technician	\$95	Funds Coordinator	\$140	Plan Check Technician	\$90
Assistant CAD Drafter	\$115	Utility Coordinator	\$150	Building Inspector	\$110
Senior CAD Drafter	\$135	Office Engineer	\$135	Senior Inspector	\$125
Associate Designer	\$140	Construction Inspector	\$135	Plans Examiner/Checker	\$135
Senior Designer	\$150	Senior Construction Inspector	\$145	Plan Check Engineer	\$150
Design Project Manager	\$185	Construction Manager	\$185	Deputy Building Official	\$150
Assistant Engineer	\$120	Resident Engineer	\$185	Building Official	\$160
Staff/Associate Civil Engineer	\$145	PUBLIC WORKS INSPECTION		PLANNING	
Senior Civil Engineer	\$195	Public Works Inspector	\$135	Community Development Technician	\$80
Traffic Analyst Technician	\$110	Senior Public Works Inspector	\$145	Planning Technician	\$85
Associate Traffic Analyst	\$130	Supervising PW Inspector	\$150	Assistant Planner	\$120
Senior Traffic Analyst	\$150	SURVEY AND MAPPING		Associate Planner	\$135
Professional Transportation Planner	\$165	Survey Analyst	\$135	Senior Planner	\$155
Traffic Engineer Technician	\$95	Senior Survey Analyst	\$145	Planning Manager	\$165
Associate Traffic Engineer	\$145	2-Man Survey Crew	\$310	ADMINISTRATIVE STAFF	
Traffic Engineer	\$165	Survey & Mapping Specialist	\$175	Administrative/Clerical	\$65
Senior Traffic Engineer	\$185	Licensed Land Surveyor	\$190	Project Accountant	\$80
Project Manager	\$170	FUNDING & GRANT WRITING			
Senior Project Manager	\$185	Funds Analyst	\$130		
Deputy City Engineer	\$160	Senior Funds Analyst	\$140		
City Engineer	\$175	Graphic & Rendering Designer	\$125		
Principal Engineer	\$195	Grant Writer	\$155		
		Funds & Grant Project Manager	\$175		

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers (“CPI-U”) for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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



- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A.**
 - B.**
 - C.**
- 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. 9.e.

DATE: September 28, 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 FOR AUTHORIZATION TO SEEK A REQUEST FOR PROPOSAL (RFP) FOR A COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY

SUMMARY: Staff seeks City Council approval to solicit written proposals from qualified firms in order to conduct a comprehensive classification and compensation study to review and update personnel classifications and compensation levels. Such a study is conducted to re-examine the responsibilities, salary and work performed by various positions. The study's purposes are to update job descriptions, classify the positions according to a uniform factor point analysis standard, survey the market of comparable communities to determine representative rates of compensation, to develop and recommend a competitive pay schedule, and create a pathway for career growth.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP to solicit proposals from qualified firms for a classification and compensation study.

FISCAL IMPACT: There is no immediate fiscal impact associated with the approval of an RFP and authorization to solicit proposals. The City Council has approved \$40,500 for a classification and compensation study for the 2021-2022 fiscal year.

DISCUSSION: As an industry standard, it is a recommended practice to periodically review and update personnel classifications and compensation levels. The purpose of this RFP is to select a firm to conduct a study of all salaries and job classifications to validate classification content, compensation levels and determine market position. The City's objective is to employ and retain a high quality, motivated workforce. This is accomplished in a number of ways, one of which is by offering competitive compensation and benefits. A comprehensive salary and job classification study will help to ensure that the City is offering a salary and benefits package that is competitive within the local government sector for fully qualified employees when compensation comparisons are made. It will also ensure that job descriptions consistently reflect actual work duties.

The City of South El Monte has not conducted a comprehensive classification and

compensation study for its positions and salaries, although staff have made some classification updates, on an individual basis, based on the needs of the City. The entire process is estimated to last approximately five to six months and will include all full-time and part-time positions.

The Scope of Services laid out in the RFP includes: Classification Plan

1. Updating the classification plan for approximately 84 classifications representing approximately 44 full-time and 60 part-time employees.
2. Develop a classification structure that reflects the City's overall classification and compensation strategy, including career ladders for all full-time and part-time employees.
3. Review the relevant background materials such as current classifications, organizational charts, budgets, resolutions, schedules, personnel rules, and related information.
4. Conduct orientation and briefing session(s) with employees and labor unions.
5. Conduct orientation and briefing session(s) with all department heads, managers and supervisors.
6. Develop a comprehensive questionnaire to be completed by all employees.
7. Meet and consult with appropriate labor unions on the development of said questionnaire.
8. Conduct interviews with employees in single position classifications, employees in multiple position classifications, and management personnel to validate the information.
9. Allocate all employees included within study scope to an appropriate job title, job classification, exempt, and non-exempt pursuant to the Fair Labor Standards Act (FLSA).
10. Develop new classification specifications to reflect current duties, requirements of the position, including physical requirements and essential job functions.
11. The classification specifications shall include the following items:
 - (a) A definition of the job classification;
 - (b) A complete description of the essential job functions;
 - (c) Requirements of education, experience, knowledge, skills and abilities;
 - (d) Supervision exercised and received with definition of lead or supervisory roles;
 - (e) Working environment and/or conditions;
 - (f) Licenses, certifications, driving requirements and physical requirements in compliance with the American with Disabilities Act (ADA); and
 - (g) Appropriately classify exempt and non-exempt designation under the Fair Labor Standards Act (FLSA).
12. Present the final classification and listing showing the recommended allocation of each position.
13. The classification plan shall include an introductory section that describes class concepts and provides information about distinctions of various levels within a class.
14. Provide appropriate implementation and maintenance manuals.
15. Conduct training sessions for designated staff.

Compensation Study:

1. Meet and consult with appropriate labor unions to identify the labor market and classifications that represent the City of South El Monte.
2. Meet and consult with appropriate labor unions to determine the list of comparable agencies to be used in the survey.
3. Conduct a comprehensive total compensation survey using comparable survey agencies, using not only job titles, but duties and responsibilities.
4. Complete an internal salary relationship analysis, including the development of appropriate internal relationship guidelines.
5. Develop external competitive and internal equitable salary recommendations for each

classification included within the study.

6. Assign a salary range to each classification which reflects the results of the market survey and the analysis of the internal relationships.
7. Present draft results of the survey to management and union and bargaining units in a group meeting.
8. Assist in the development of a strategy for implementing the compensation recommendations and plan.

Staff will identify specific criteria for determining the minimum qualifications of the firms responding to the RFP:

1. The proposer should have advanced knowledge of the laws and practices relating to employee classification and compensation within a municipal government setting.
2. The proposer should demonstrate a track record in handling employee classification and total compensation studies with at least five (5) years of government experience.
3. Each proposer shall provide all public agencies they have done relevant work for in the past three (3) years, including references from cities of a similar South El Monte.
4. The proposer can demonstrate an understanding of the assignment and knowledge necessary to serve in the role of the Classification and Compensation Consultant.

The expectation for the selected consulting firm is the ability to select key cities and agencies that represent comparable personnel needs, geographical & community characteristics, and professional expectations.

Staff Report Prepared By: Diana Lopez, Human Resources Manager

ATTACHMENT(S):

- A. SEM Classification and Compensation Study RFP

Request For Proposals
For
Classification and Compensation Study



RFP Release Date: September 29, 2021
RFP Response Due: 4:00 p.m. October 21, 2021

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I. General Information

Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both residents and the City's business community are working together to make the City a better place to live and work.

After almost six decades, the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within its 2.3 square miles. The City is currently focusing on improving the environment of the community and making it a better place to live and work.

Overview

The City of South El Monte invites interested qualified, professional consulting services to submit written proposals to design, conduct and assist in a city-wide classification and compensation study.

II. PURPOSE & SERVICES DESCRIPTION

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to conduct and assist in a city-wide classification and compensation study. The term of the contract will be one year, with options to extend the contract for one additional year.

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into a final contract. All costs associated with the preparation and submission of any proposal shall be the sole responsibility of the proposer.

III. SCOPE OF SERVICES

The following is the scope of services to be performed by the Consultant. The Consultant shall be permitted to legally and ethically provide professional services for the City. The City reserves the right to modify the hours for the support services.

Specific Requirements

Classification Plan

- 1) Updating the classification plan for approximately 84 classifications representing approximately 44 full-time and 60 part-time employees as of August 2021. Please note that many classifications are vacant but have remained on the classification schedule for potential future use.
- 2) Develop a classification structure that reflects the City's overall classification and compensation strategy and includes the clear definition of terms and the development of career ladders for all full-time and part-time employees.
- 3) Review the background materials including existing classifications, organizational charts, budgets, salary resolutions and schedules, personnel rules, applicable memoranda of understanding, and related information.
- 4) Conduct orientation and briefing session(s) with employees and labor unions.
- 5) Conduct orientation and briefing session(s) with all department heads, managers and supervisors.
- 6) Develop a comprehensive questionnaire to be completed by all employees.
- 7) Meet and consult with appropriate labor unions in the development of said questionnaire.
- 8) Conduct interviews with all employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel to validate the information.
- 9) Allocate all employees included within the scope of the study to an appropriate job title, job classification and exempt and non-exempt designation pursuant to the Fair Labor Standards Act (FLSA).
- 10) Develop new classification specifications to reflect current duties, requirements of the position, including physical requirements and essential job functions.
- 11) The classification specifications shall include the following items:
 - (a) A definition of the job classification;
 - (b) A complete description of the essential job functions;
 - (c) Requirements of education, experience, knowledge, skills and abilities;
 - (d) Supervision exercised and received with definition of lead or supervisory roles;
 - (e) Working environment and/or conditions;
 - (f) Licenses, certifications, driving requirements and physical requirements in compliance with the American with Disabilities Act (ADA); and
 - (g) Appropriate exempt and non-exempt designation under the Fair Labor Standards Act (FLSA). The consultant will coordinate the varying presentation styles of the project team to ensure a unified philosophy and standardization across all classifications.
- 12) Present the final classification and listing showing the recommended allocation of each position.
- 13) The classification plan shall include an introductory section that describes class concepts and provides information about distinctions of various levels within a class series and other pertinent information.
- 14) Provide appropriate implementation and maintenance manuals.
- 15) Conduct training sessions for designated staff.

Compensation Study

- 1) Meet and consult with appropriate labor unions to identify survey labor market and classifications that represent most closely to the City of South El Monte. This will include an explanation of the specific methodology (i.e., articulable factors) used to identify the survey agencies.
- 2) Meet and consult with appropriate labor unions to determine the list of comparable agencies to be used in the survey.
- 3) Conduct a comprehensive total compensation survey using comparable survey agencies, using not only job titles, but duties and responsibilities based upon the classification specifications from the City of South El Monte.
- 4) Complete an internal salary relationship analysis, including the development of appropriate internal relationship guidelines.
- 5) Develop external competitive and internal equitable salary recommendations for each classification included within the study.
- 6) Assign a salary range to each classification which reflects the results of the market survey and the analysis of the internal relationships.
- 7) Present draft results of the survey to management and union and bargaining units in a group meeting.
- 8) Assist in the development of a strategy for implementing the compensation recommendations and plan.

Finally, present the final Classification and Compensation Report to the City Council.

IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL (PROPOSAL)

Staff identified specific criteria for determining the minimum qualifications of the firms responding to the RFP:

- 1) The proposer has advanced knowledge of the laws and practices relating to employee classification and compensation within a municipal government setting.
- 2) The proposer has a demonstrated track record of success in handling all aspects of employee classification and total compensation and at least five (5) years of providing these services to public entities in the State of California.
- 3) Each proposer shall provide all public agencies they performed relevant work for in the past three (3) years. When possible, include references from cities of a similar size and characteristics to the City of South El Monte.
- 4) The proposer can demonstrate an understanding of the assignment and knowledge of the skills necessary to serve in the role of the Classification and Compensation Consultant.

- 5) The expectation for the selected professional classification and compensation firm is that, key agencies and communities will better represent the personnel needs, geographical and community characteristics, and professional expectations of South El Monte.
- 6) Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure that all consulting services are completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with, but not limited to, providing services for a comprehensive classification and compensation. The Consultant shall provide its services for duration of the agreement for the approved scope of work and fee.
- 7) Three (3) copies of the Proposal which must not exceed 25 pages (double-sided pages count as 2 pages) shall be submitted to the City Clerk (Attn: D. Schwartz, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733) by no later than 4:00pm on October 21, 2021.
- 8) Litigation History - The proposer shall provide information on any litigation, claims, and/or matters that could have led to litigation or a claim arising out of work related to their projects or their sub-contractor's projects for the last five (5) years. Please refer to **Attachment B** for a more detailed list of circumstances ("Claims History").
- 9) Three (3) copies of a fee Proposal for completing the proposed work shall be provided and may be placed in the same envelope as the Proposal. The proposer's fee for services shall be a fixed not-to-exceed lump sum amount.
- 10) **Attachment A** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.

V. CORRECTIONS

Corrections or revisions to the RFP and other documents prepared by the Consultant are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

VI. GENERAL INFORMATION

1. The Consultant is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
2. The selected firm shall maintain the same Consultant, as specified in the Proposal and approved by the City. In the event that the authorized Consultant terminates employment, the firm shall make a demonstrated and concerted effort to maintain the Consultant in the

key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Consultant will require written approval by the City's Director of Finance.

3. The City shall not pay any cost incurred in the preparation of a response to this Request for Proposal.

VII. INSURANCE REQUIREMENTS

Refer to Section 13 ("Insurance") of the Sample Professional Services Agreement included in this RFP as **Attachment C** for insurance requirements.

VIII. PROPOSAL REVIEW

All proposals will be reviewed by a Selection Committee comprised of City staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The relative importance of those factors involves judgment on the part of the Selection Committee and will include both objective and subjective analysis. A Consultant may be eliminated from consideration for failure to comply with any of the following requirements, depending upon the critical nature of such requirements as determined by the City:

1. Meaningful experience providing Classification and Compensation Consulting Services.
2. Cost.
3. Compliance with Scope of Services (Section III).
4. Responsiveness and thoroughness of proposal.
5. Personnel proposed work on the project and the qualifications of those individuals, reference checks, verification of certification, if applicable, and ability to satisfy insurance requirements.
6. Any other factors determined by the City to be relevant to the performance of these services.

The contract will be awarded, if at all, to the responsive and responsible bidder that submits the most advantageous Proposal to the City. The City reserves the right to waive minor irregularities and omissions in any submission. The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. The City shall not pay any costs associated with the preparation of proposals, including but not limited to the qualifications submittal, additional information, and/or in any other aspect of a qualifications submittal prior to the award of a written contract. The City will provide only the staff assistance and documentation specifically referred to herein, and shall not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City's Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant.

Below is the anticipated schedule for the Consultant selection process:

Request for Proposal Posting/Mailing	September 29, 2021
RFP Questions To City Deadline	October 11, 2021
RFP Responses to Questions	October 14, 2021
Submittal Deadline (Date proposals must be received by City)	October 21, 2021 by 4:00 p.m.
Tentative Interviews (if necessary)	Week of October 25, 2021
Tentative City Council Award	November 9, 2021

For further information or questions, contact Mr. William Fox, Interim Finance Director, at 626-579-6540.

IX. CONSULTANT AGREEMENT

A sample of the City’s Professional Services Agreement is provided in this RFP as **Attachment C**. Your proposal shall contain a statement of the firm’s willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample Professional Services Agreement

ATTACHMENT A
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past five (5) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-Consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-Consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-Consultant.
- Debarment of Consultant or any sub-Consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-Consultant was a defendant or cross-defendant at any time within the past five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Consultant or the sub-Consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-Consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-Consultant.

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**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 _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 _____ Dollars (\$_____) (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 subcontractor 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 _____ 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 __ 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:

(Name)

(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 [_____ or] 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:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

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	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	_____
_____ TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐ PARTNER(S) ☐ LIMITED	
☐ GENERAL	_____
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT

_____	_____
	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

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.

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_____ TITLE(S)	TITLE OR TYPE OF DOCUMENT
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☐ GENERAL	_____
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	_____

SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	

	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I.** Consultant will perform the following Services:
 - A.
 - B.
 - C.
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A.
 - B.
 - C.
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:
 - A.
 - B.
 - C.
- 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.
 - B.
 - C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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.

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	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

- 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. 9.f.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: STATE AUDITOR ANNUAL FINANCIAL RISK ASSESSMENT RESULTS

SUMMARY: The California State Auditor has the mission to improve California government by identifying cities that are at high risk for the potential of waste, fraud, abuse, or mismanagement, or that have major challenges associated with their economy, efficiency, or effectiveness. Financial risks are evaluated by performing an annual risk assessment on all the cities in the State based upon audited financial statements. Key performance indicators are developed that assess the financial health of all cities within the state, with each participating city receiving numerical scores on ten key financial metrics. South El Monte received a favorable rating and is considered Low Risk. However, there were five of the ten risk assessment areas where there is an opportunity to strengthen the City's financial standing. These five areas for improvement are presented with strategies to address them to further enhance the City's financial health.

RECOMMENDED ACTION: Staff recommends City Council discuss the State Auditor's assessment results and strategies to further strengthen the City's financial condition.

FISCAL IMPACT: There is no immediate fiscal impact related to this agenda item.

DISCUSSION: Audit Selection Process

The State Auditor has been given authority by California Government Code section 8546.10 to establish an audit program to identify cities that are at high-risk for potential waste, fraud, abuse, or mismanagement. In addition, cities are to be examined for their economy, efficiency, and effectiveness in carrying out their duties and responsibilities. For the State Auditor to accomplish this mission, an audit program has been developed that consists of two elements.

1. Interactive Dashboard: Each year key financial data is collected and analyzed for each participating city. This information is used to develop an interactive dashboard that identifies those cities that could be facing fiscal challenges. This consists of ten financial metrics that assess financial health. Through this transparent process, California

residents, state and local policymakers, and interested parties have a data-driven view of each city's financial health.

2. Audits: After establishing a list of cities facing financial challenges, the State Auditor's staff conducts further initial assessments to evaluate the risks those particular cities face. These initial assessments provide the relevant information to determine whether it is necessary to conduct an in depth audit of a particular city. The cities are prioritized based upon initial assessment results, with the lowest scoring cities being audited first. The audit that is performed entails a detailed onsite financial and operational examination that can last a month or longer. After examining the audit results, if a city is still designated as High Risk, it must submit a corrective action plan and provide updates every six months regarding its progress in implementing its corrective action plan. The removal of the High Risk designation only occurs when a city has taken satisfactory actions through a corrective action plan demonstrating that the recommendations have been implemented.

Initial Risk Assessment Approach

To assess the financial health of the California cities, the State Auditor analyzed financial information for 423 cities. Risk is assessed by performing various financial comparisons and calculations that are referred to as financial indicators. Also analyzed are the finances related to each city's governmental and business-type activities, including the main operating fund, known as the General Fund. The analysis performed relies on information from audited financial statements, prepared in accordance with Generally Accepted Accounting Principles (GAAP), that are obtained through various sources such as the Federal Audit Clearinghouse, the Electronic Municipal Market Access website, the California State Controller's Office, and the cities themselves. Pension information that is analyzed is obtained directly from CalPERS.

Financial Indicators Used To Evaluate Fiscal Health

A set of 10 indicators are selected to assess each city's ability to pay its bills in both the short and long term. Specifically, the indicators measure each city's financial reserves, debt burden, cash position or liquidity, revenue trends, and ability to pay for employee retirement benefits. In most instances, the financial indicators rely on information for fiscal years 2014–15 through 2019–20. A points-based system has been developed to rank and categorize cities as either high, moderate, or low risk of fiscal distress. The weighted results of the financial indicators are scored by assigning varying numbers of points to each indicator based on judgment of each indicator's relative importance. The table below shows the maximum points assigned to each indicator and the scoring results for the City. The City earned a total of 73.91 points out of a total of 100 possible points. This placed the City in the Low Risk category, which is the best ranking that can be achieved. Five of the ten financial indicators reflect that further opportunity for improvement exists. The City's results are reflected in the table below:

FINANCIAL INDICATORS	POSSIBLE POINTS	SOUTH EL MONTE RESULTS
1. General Fund Reserves	30.00	15.79

2. Debt Burden	15.00	15.00
3. Liquidity	10.00	10.00
4. Reserve Trends	5.00	3.63
5. Pension Obligations	10.00	8.72
6. Pension Funding	5.00	3.55
7. Pension Costs	5.00	3.89
8. Future Pension Costs	5.00	3.33
9. OPEB Obligations	10.00	10.00
10. OPEB Funding	5.00	0.00
Total Score	100.00	73.91

Financial Indicators Where City Improvements Can Be Achieved

Financial Indicator #1 - General Fund Reserves – Moderate Risk

- **Benchmark:** A City maintains sufficient financial reserves to cover expenditures during times of declining revenues or increasing costs. A city is required to have more than 6 months' reserves to be considered Low Risk.
- **Condition:** The City has 5 to 6 months' reserves to cover operations.
- **Action for Improvement:** Additional \$1 to \$2 million in reserves need to be budgeted and set aside.

Financial Indicator #4 - Revenue Trends: City Score – Moderate Risk

- **Benchmark:** City's General Fund revenues are increasing modestly and should be sufficient to cover additional costs without sacrificing service levels.
- **Condition:** The City has taken actions not reflected in the benchmark study due to timing that will provide additional revenue to improve the risk rating.
- **Solution for Improvement:** In November 2020, Ballot Measure ES increasing sales tax by 0.25% was passed by the voters. An additional \$1 million in sales tax revenues per year has been budgeted for FY 2021. This is not reflected in the State Auditor benchmarking as it occurred after the June 30, 2020 reporting period.
- **Action for Improvement:** Fee for Services Study was commissioned by City Council. It is forthcoming to provide an additional revenue source in the current

fiscal year. This action was not enacted during the reporting period ending June 30, 2020. This effort will impact the current fiscal year and beyond.

- Action for Improvement: Other revenue sources to be evaluated for future consideration, such as Utility Users Tax, Franchise Fees, & Transient Occupancy Tax.

Financial Indicator #6 - Pension Funding: City Score – Moderate Risk

- Benchmark: The City has set aside assets to pay for the pension benefits obligated to employees. The pension plan must accumulate sufficient assets when compared to pension liabilities. The benchmark that reflects a funding level greater than 80% of pension obligations is considered a low financial risk.
- Condition: The City's pension is 73% funded as per the most recent actuary report. There is an \$8.2 million unfunded pension liability due to CalPERS not meeting earnings targets on investment assets.
- Action for Improvement: Pension Obligation Bonds need to be issued. Annual interest savings of approximately \$200,000 can be used to help pay down the \$8.2 million pension liability sooner. An RFP has been developed for a Financial Advisor to start this process.

Financial Indicator #8 - Future Pension Costs: City Score – Moderate Risk

- Benchmark: The financial burden of the City's actuarially determined pension contributions is compared to the present level of revenue. The impact of increasing pension costs over the last 5 years is then compared to revenues to determine the extent of impact on funding other critical City services. Low risk reflects less than 6% of City costs go towards pension obligations.
- Condition: Currently, 9% of the City's revenues are committed to employee pension obligations. This exceeds the 6% requirement to be Low Risk.
- Action for Improvement: The issuance of Pension Obligation Bonds will lower the bond expense by creating less interest being paid. Increased revenues from the passage of Measure ES and the Fee for Services Study will provide additional revenue to help pay down pension debt.

Financial Indicator #10 - OPEB Funding: City Score – High Risk

- Benchmark: The performance indicator is to assess the magnitude of a city's Other Post-Employment Benefit (OPEB) obligations to employees. This is done by comparing the unfunded OPEB liability to the revenues the city collects. A city with a significant unfunded OPEB liability will have to make larger payments in the future to fund the obligations which may strain the ability to provide services to residents.
- Condition: The City's OPEB obligation to employees is \$1.6 million. This is an unfunded liability since the OPEB Plan has not been funded. The State Auditor assessed this as a High Risk condition.
- Action for Improvement: Establish an IRS Section 115 Trust dedicated to prefunding OPEB for eligible employees. Funds in the 115 Trust will be placed in earning assets that are professionally managed to provide interest and dividend

income. This item will be brought forward to the City Council for approval to examine funding levels and organizations that perform trust management.

Comparison of Neighboring Cities & South El Monte

The State Auditor benchmarking assessment encompassed 423 cities. Each of the cities were rated on the same 10 financial indicators. The total possible score a city could achieve is 100.00. The lowest score a city could receive is 0.00. The three highest cities in the state were 1) Calimesa: 98.39, 2) Eastvale: 98.33 and 3) Maricopa: 97.75. The lowest three scoring cities were 1) Compton: 0.00, 2) San Gabriel: 29.37 and 3) Blythe: 32.20. The City ranked 190th best out of the 423 cities and earned a favorable overall Low Risk financial rating. A comparison was made between neighboring cities and is summarized in the table below:

CITY	OVERALL RISK RATING	OVERALL STATE RANKING
Rosemead	Low	25
La Puente	Low	64
Temple City	Low	73
Pico Rivera	Low	120
South El Monte	Low	190
Azusa	Low	195
Monterey Park	Medium	223
Baldwin Park	Medium	280
Covina	Medium	341
El Monte	Medium	386
Monrovia	Medium	402
West Covina	High	412

Conclusion

The State Auditor's assessment of the City's financial condition reflects a favorable overall low risk fiscal rating. The City ranked 190th out of the 423 cities assessed and also compared favorably with neighboring cities. Five out of the ten financial indicators did reflect that there are improvement opportunities that will further strengthen the City's fiscal position. The key areas requiring improvement are augmenting General Fund reserves; enhancing revenues to address the increasing cost of operations; funding strategies and approaches to address the unfunded pension liability and future costs;

and, developing a funding strategy for the Other Post-Employment Benefit obligations. Initiatives will be brought forward to the City Council to address the areas to strengthen the City's fiscal condition.

ATTACHMENT(S):

- A. State Auditor Risk Assessment



City of Achievement



CITY OF SOUTH EL MONTE

State Auditor Annual Financial Risk Assessment Results

September 28, 2021

OVERVIEW

- **State Auditor Annual Risk Assessment**
- **Factors for Determining Financial Health**
- **Scoring Method Determining Financial Risk**
- **South El Monte Assessment Results**
- **Improvement Opportunities**
- **Comparison with Neighboring Cities**
- **Conclusions**

STATE AUDITOR ANNUAL ASSESSMENT

- California Government Code Section 8546.10 authorizes the State Auditor to establish an audit program to identify high-risk cities that have potential for fraud, waste, abuse or mismanagement.
- An annual risk assessment is performed to identify those cities with significant financial challenges. High risk cities are subject to receive a State audit that focuses on finances and operations.
- After the audit is complete all findings require a corrective action plan. Follow up with the State Auditor is done every six months until the corrections have been implemented.
- Audit results are posted on the State Auditor's website for the public to view the findings and the corrective action plans.



FACTORS EVALUATED BY STATE AUDITOR FOR FINANCIAL HEALTH



○ **Financial Reserves** – Is there sufficient reserves to cover unexpected costs or shortfalls in revenue?



○ **Debt Burden** – How is the city's level of debt compared to its income?



○ **Cash Position/Liquidity** – Is the city able to pay its bills in the coming fiscal year?



○ **Revenue Trends** – Is the City's revenue going down over time?



○ **Retirement Obligations** – Does the City have the ability to pay the retirement benefits it has obligated to its employees?

DETERMINING FINANCIAL RISK

Risk Designation	Range of Points Assigned	Description of Assessment
High Risk	0 to 41.76	This designation means a city has significant risk of experiencing fiscal distress.
Moderate Risk	41.77 to 71.23	This designation means that a city has some risk of experiencing fiscal distress.
Low Risk	71.24 to 100	This designation indicates that a city has low risk of experiencing fiscal distress.

- South El Monte scored 73.91 out of 100 possible points. This represents an overall Low Risk of experiencing financial distress.
- The results did include four financial indicators with Moderate Risk and one with High Risk. Solutions addressing these five factors will be covered as part of this discussion.
- South El Monte ranked as the 190th best city out of 423 cities assessed.
- 60 additional cities did not provide requested information to the State Auditor and are not included in the survey. This places them at high risk with the State Auditor.

SOUTH EL MONTE SCORECARD OF TEN KEY FINANCIAL INDICATORS

Key Financial Indicators	Total Possible Points	City of South El Monte
1. General Fund Reserves	30.00	15.79
2. Debt Burden	15.00	15.00
3. Liquidity	10.00	10.00
4. Revenue Trends	5.00	3.63
5. Pension Obligations	10.00	8.72
6. Pension Funding	5.00	3.55
7. Pension Costs	5.00	3.89
8. Future Pension Costs	5.00	3.33
9. OPEB Obligations	10.00	10.00
10. OPEB Funding	5.00	0.00
Scoring Totals	100.00	73.91

KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

1. General Fund Reserves – Moderate Risk

Benchmark: City maintains sufficient financial reserves to cover expenditures during times of declining revenues or increasing costs. To receive Low Risk category more than 6 months of reserves are required.

Condition: City has between 5 to 6 months of reserves to cover operations.

Solution: Reserves need to be increased by \$1 to \$2 Million through the budget process. This may take more than one year to achieve.



KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

4. Revenue Trends – Moderate Risk

Benchmark: City's General Fund revenues are increasing modestly and should be sufficient to cover additional costs without sacrificing service levels.

Condition: The City has taken actions not reflected in benchmarking study due to timing of completion.

Solution #1: In November 2020, Measure ES providing an additional \$1 million of sales tax revenue was voter approved and now implemented.

Solution #2: User Fee Study commissioned and near completion. Will provide additional revenue.



KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

6. Pension Funding – Moderate Risk

Benchmark: The City has set aside assets to pay for the pension benefits obligated to employees. The pension plan must accumulate sufficient assets when compared to pension liabilities. The benchmark reflects a funding level greater than 80% of pension obligations is considered a low financial risk.

Condition: The City's pension is 73% funded. There is a \$8.2 million pension liability due to CalPERS not meeting earnings targets on investment assets.

Solution: The City is examining the issuance of Pension Obligation Bonds. This will lower bond interest expense so bonds can be paid off quicker at a lower cost. Measure ES and User Fee increases will also provide funds to pay down the pension liability sooner.



KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

8. Future Pension Costs - Moderate Risk

Benchmark: The financial burden of the City's actuarially determined pension contributions is compared to the present level of revenue. The impact of increasing pension costs over the last 5 years is then compared to revenue to determine extent of this impact on funding other critical City services. Low risk reflects less than 6% of City costs go towards pension obligations.

Condition: Currently 9% of the City's revenues are committed to employee pension obligations. This exceeds the 6% requirement to be low risk.

Solution: The issuance of Pension Obligation Bonds will lower the interest expense paid on pensions. Also increased revenues from Measure ES and Fees for Services study will provide additional revenue to help pay down pension debt.



KEY FINANCIAL INDICATORS WHERE IMPROVEMENT CAN BE ACHIEVED

10. OPEB Funding – High Risk

Benchmark: The performance indicator is to assess the magnitude of a city's Other Post Employment Benefits (OPEB) obligations to employees. This is done by comparing the unfunded OPEB liability to the revenues the city collects. A city with a significant unfunded OPEB liability will have to make larger payments in the future to fund the obligations, which may strain the ability to provide services to residents.

Condition: The City's OPEB obligation to employees is \$1.8 million. This is an unfunded liability since the OPEB Plan has not been funded. State Auditor assessed this as a high risk condition.

Solution: The City needs to establish an IRS Section 115 Trust dedicated to prefunding OPEB for eligible employees. This will be brought forward for City Council to establish and fund the trust account.



Retiree Health Care

COMPARISON OF NEIGHBORING CITIES & SOUTH EL MONTE

City	Risk Rating	State Ranking	Total Points
Rosemead	Low	25	93.10
La Puente	Low	64	88.03
Temple City	Low	73	88.78
Pico Rivera	Low	120	81.69
South El Monte	Low	190	73.91
Azusa	Low	195	73.43
Monterey Park	Moderate	223	70.10
Baldwin Park	Moderate	280	65.05
Covina	Moderate	341	57.77
El Monte	Moderate	386	51.05
Monrovia	Moderate	402	46.73
West Covina	High	412	41.60
Neighboring City Averages	Moderate	226	68.94

CONCLUSION

- The latest assessment results reflect an overall favorable outcome
 - An overall Low Risk rating was achieved
 - Ranked 190th out of 423 cities
 - Assessed favorably with neighboring cities
- Scores on 5 out of 10 benchmarks received a favorable Low Risk rating. Improvement opportunities exist in the other 5 benchmark categories.
 - Four benchmarks were scored as Moderate Risk
 - One benchmark was scored as High Risk
 - The City has strategies and solutions to address Moderate Risk and High Risk categories



City Council Agenda Report

Agenda Item No. 9.g.

DATE: September 28, 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 OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR FINANCIAL ADVISORY SERVICES FOR PENSION OBLIGATION BONDS

SUMMARY: Staff seeks City Council approval to solicit proposals from qualified firms to perform financial advisory services relative to evaluating and securing Pension Obligation Bonds to address the \$8.2 million unfunded CalPERS pension liability. The selected financial advisory firm will develop pension funding strategies and provide debt issuance services that will result in cost savings by lowering interest rate costs and allow the City to pay off the debt over a shorter period of time.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for financial advisory services to solicit qualified financial advisory firms to address the City's unfunded CalPERS pension liability. This will entail development of funding strategies and debt issuance services. The implementation will provide lower interest payment costs and a shorter loan payoff period.

FISCAL IMPACT: There is no immediate fiscal impact associated with the approval of an RFP and authorization to solicit proposals. Funding for the financial advisory services will initially be allocated from the Finance Department General Fund Budget. There are sufficient funds available in the budget to cover this activity. Should it be determined that the City moves forward with issuing Pension Obligation Bonds the financial advisory services will be capitalized and become part of the bond issuance costs.

DISCUSSION: Background

The City participates in CalPERS retirement system for its employees' pensions. CalPERS is the largest public pension fund in the United States. It has over 2 million members, including both active participants paying into the system and retirees receiving pensions. CalPERS has \$469 billion in pension fund assets. As of the fiscal year, ending June 2020, the pension fund rate of return earned an average of 6.3% for the last five years and only 5.5% for the last 20 years. Whenever the pension fund earnings are less than the target rate of return, currently at 7%, it results in an increased unfunded pension

liability. This means that when CalPERS does not achieve their projected earnings level on pension plan assets, each member agency in the pension system has to make up the difference. CalPERS is not held financially and contractually responsible to pay for failing to earn their portfolio investment rate. In the case of the City, this has resulted in an \$8.2 million unfunded pension liability that needs to be paid to CalPERS. Currently, the City is paying this \$8.2 million unfunded pension liability off over a 30 year period.

For the most recent fiscal year ended June 30, 2021, CalPERS reported an outstanding one year 21.3% earnings rate on their investment assets. Even with this one stellar year of performance, it takes several years to mitigate the effect of multiple years where target interest earnings were missed. Based on this one outstanding year of earnings performance for the year ending June 30, 2021, CalPERS implemented a new Funding Risk Mitigation Policy. Based upon this new policy, CalPERS has lowered their portfolio earnings rate from 7% to 6.8%. By doing this, CalPERS is now reflecting that their required annual earnings on portfolio assets will only need to be 6.8%, instead of 7%. This impacts the City in two ways. First, this change will cause an increase in the existing \$8.2 million unfunded pension liability. Second, the ongoing employer contributions to the pension plan will correspondingly increase to make up for the reduced investment earnings being relied upon in the overall pension calculation. Quantifying these exact financial impacts will be done by the selected financial advisor in the RFP process to help develop a Pension Obligation Bond strategy.

A frequent and ever expanding approach to addressing the unfunded pension liability is through the issuance of Pension Obligation Bonds. This strategy entails creating fixed bond debt to cover some or all of its current pension unfunded liabilities, which are variable over time depending on CalPERS investment earnings on portfolio assets. The approach taken is to apply the bond sales proceeds received and remit them directly to CalPERS to pay off all or a portion of the outstanding pension debt. By doing this, the return on the bond proceeds will be invested in the pension system, which carries a higher interest earnings rate than the cost of the related pension debt. For example, assume the City sells \$9 million in Pension Obligation Bonds at an interest rate of 3.5%. The \$9 million collected through the bond sale will be immediately deposited with CalPERS. The City then gets the unfunded pension liability paid off rather than paying the principal off over 30 years at an interest rate of 6.8%. The City then pays back the bondholders at the lower 3.5% borrowing rate. The City then saves 3.3% interest on the \$9 million obligation, which equates to \$6.6 million over thirty years, which equates to an average of \$220,000 in savings per year. Being able to lock in low interest rate bond debt makes this strategy highly advantageous in today's low interest rate environment.

Pension Obligation Bonds

According to Standard & Poors Global Ratings report, in California, the number of pension obligation bonds issued in 2020 was three times higher than 2019 levels and seven times higher than 2018 levels. According to the Bond Buyer publication in 2020, there was \$4.2 billion in Pension Obligation Bonds issued in California. This reflects that an ever increasing number of government agencies are using this strategy to address their unfunded pension liabilities. There are two primary reasons for this increased level of activity. First, the difference between the current low interest rates a government can obtain in the market from bonding and the rate of return pension plans expect to earn from their invested assets. The interest rate savings results in lower overall payments on the pension debt. Second, the combined effects of COVID-19 related economic disruption and increasing pension costs is causing government entities to examine ways to save money.

A list of ten local cities near South El Monte that have issued Pension Obligation Bonds to address pension debt are as follows:

City	Year Issued	Amount
Arcadia	2020	\$90 Million
Azusa	2020	\$70 Million
Baldwin Park	2019	\$54 Million
El Monte	2020	\$118 Million
Glendora	2019	\$64 Million
Hawthorne	2019	\$121 Million
La Verne	2018	\$52 Million
Monrovia	2017	\$11 Million
Montebello	2020	\$150 Million
West Covina	2020	\$204 Million

Next Steps

By selecting a Financial Advisory Services firm, the City will be able to identify the level of interest savings on unfunded pension liabilities that can be earned, design an amortization schedule of payments that will be incorporated into the budget, and develop goals and strategies to further improve the City's financial standing.

ATTACHMENT(S):

A. RFP For Financial Advisor

Request For Proposals
For
Financial Advisory Services



RFP Release Date: September 29, 2021
RFP Response Due: 4:00 p.m., October 21, 2021

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 - Exhibit "D" - Schedule of Performance

I. INTRODUCTION

Community Profile and Governance

Incorporated in 1958, the City of South El Monte (City) is an industrial community of approximately 21,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley. The City offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both residents and the City's business community are working together to make the City a better place to live and work. After six decades, the City has matured into a viable commercial and industrial base, with over 2,200 businesses within its 2.3 square miles. The City is currently focusing on improving the environment of the community and making it a better place to live and work.

The City of South El Monte consists of a five-member elected City Council (with elected Mayor) and an appointed City Manager. There are seven departments: Administration, City Clerk (appointed by Council), City Attorney (appointed by Council), Community Development, Community Services, Public Works and Finance. The Management Team consists of the following:

City Manager – Rachel Barbosa

Deputy City Manager – Rene Salas

Community Development/Public Works Director – Colby Cataldi

City Clerk – Donna Schwartz

City Attorney – Anthony R. Taylor (Partner with law firm of Aleshire & Wynder, LLP)

Interim Finance Director – William Fox

II. REQUEST SUMMARY

The City is seeking the services of a qualified Municipal Financial Advisor that is independent of the underwriting function, for the evaluation of the City's unfunded pension liability. This evaluation is to include the feasibility of issuance of Pension Obligation Bonds in response to the City's unfunded accrued liability (UAL) with CalPERS in the amount of approximately \$8.5 million. All City employees are classified under the CalPERS system as Miscellaneous Employees. Police and Fire services are provided through Los Angeles County and are not part of the City's employee workforce. Among other analyses, the City would like the Financial Advisor to provide a cost-benefit analysis of the anticipated debt service of the Pension Obligation Bonds in comparison to the City's current and future UAL obligations. The selected consultant will assist the City in developing a sound and practical financing plan to address the City's unfunded liability, including an evaluation of issuing Pension Obligation Bonds, and assistance in the preparation and sale of the bonds, including legal counsel and underwriter selection.

III. SCOPE OF SERVICES

The selected Financial Advisor shall be able to demonstrate a record of success in developing comprehensive pension funding strategies to address unfunded pension liability, in pre-issuance services such as developing a financing plan and schedule, and debt issuance services including structuring the debt issuance, advising the City on the underwriter's proposed pricing and compensation relative to the current market conditions and negotiating the lowest available rates and costs to the City. Interested parties will submit a comprehensive plan addressing the specific responsibilities, including, but not limited to:

A. Initial Services Pension Funding Strategy Development – Phase 1

- Analyze the City's current and future UAL on available actuarial information, CalPERS assumptions, funded status, assets, and estimated contribution rates.
- Describe the assumptions used to determine the future UAL including any volatility, any liability to a prefunding, and other risks.
- Provide a description of financing options for the City's UAL based on all debt strictures currently available.
- Describe the assumptions used to determine the future UAL including any volatility, any liability to a pre-funding, and other risks.
- Provide a description of financing options for the City's UAL based on all debt structures currently available including risks and costs involved with each.
- Analyze the option to pre-fund only a portion of the UAL and impact upon the City's on-going obligation and City financial capacity.
- Analyze the option to use bond proceeds in a stabilization trust as opposed to paying the UAL directly to CalPERS. Provide the benefits and risks involved in this strategy.
- Provide debt service obligations under the various funding scenarios.
- Analyze future contribution levels from the City.
- If necessary, coordinate and represent the City in meetings with CalPERS to discuss the City's options..
- Coordinate and represent the City in any meetings held with rating agencies to discuss the City's options and strategies.
- Assist in the preparation of staff reports for the City financial approvals.

B. Debt Issuance Services Required – Phase 2

The decision to proceed with Phase 2 implementation is based upon Pension Obligation Bonds being determined as the best financial alternative in the Phase 1 analysis. Steps required are as follows:

- Structure the debt issue.
- Create a schedule of tasks required for issuance of the Bonds, including the need to file a validation action, if required.
- Participate in staff meetings related to the issuance of the Bonds, as well as assist in the preparation of staff reports for City financing approvals.
- Prepare the rating strategy and rating agency credit presentation to optimize the credit rating assigned to the Bonds.
- Assist the staff in preparing the dialogue with the rating analysts.
- Make recommendations for credit enhancements, if any.
- For a negotiated sale of the Bonds:
 - Advise the City on the propriety of the underwriter's proposed pricing and compensation relative to the current market conditions.
 - Negotiate to provide the lowest available rates and cost to the City.
 - Provide the City with a pricing analysis and comparison of its transaction with other recent sales of comparable credit quality.
 - Provide quantitative schedules showing the results of the final pricing.
 - Prepare Cashflows.
- Coordinate the preliminary and final official statements in connection with the issuance of the Bonds. Work closely with the City's legal counsel to make sure all relevant financial information on the City is included in the official statement. Revise the Preliminary Official Statements for final interest rates and tables related thereto. Arrange for printing and distribution of the Final Official Statement within seven business days from the sale date.
- Review legal documents and closing certificates and opinions prepare by Bond Counsel.
- Prepare and maintain debt-related schedules.

- Advise the City in administration of the Bonds after closing.
- Develop a plan to deal with fluctuation in service needs and any associated price adjustments.

C. Contract Term

The term for both Phases of this contract shall be for a maximum of one year commencing approximately November 11, 2021. Initial Services (Phase 1) shall be completed in a maximum of 90 days commencing approximately November 15, 2022. Subject to the results of Phase 1, the City will make a determination whether to move forward with Debt Initiation Services (Phase 2). Should the City move forward with Phase 2, a written Notice to Proceed will be issued. Without a Written Notice to Proceed, Phase 2 will not begin.

D. Compensation

There are two phases to the compensation.

Phase 1:

Compensation should include, at minimum, all tasks identified in Phase 1.

Phase 2: (If the City issues Pension Obligation Bonds)

Compensation should be based on, but not limited to, all tasks identified in Phase 2. Compensation shall be a fixed fee per transaction; sliding compensation scales will be considered. All compensation for Phase 2 is payable from proceeds at closing.

IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL

Proposal Outline to Be Submitted

The proposal shall be organized and submitted with the following elements:

A. Cover Page

B. Table of Contents

C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to City, any subcontractor, and sub-consultants, with a brief history of their background and experience. In addition, include and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This

summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and sub-consultants.

D. Questionnaire/Responses

The Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response is provided: Questions are detailed below:

1. The City has no outstanding Pension Obligation Bonds. Discuss whether the City should finance with General Obligation Bonds or Revenue Bonds and what would be the bond maturity period(s) recommended.
2. Under what circumstances, if any, would you recommend a private placement of Pension Obligation Bonds rather than a public offering?
3. What are the pros and cons of a private placement over a public offering?
4. Within the past 24 months, has your firm and/or any of its principals been the subject of any investigation related to the municipal securities industry?
5. Within the past 24 months, has your firm and/or any of its principals been involved in any litigation, arbitration, disciplinary, or any actions arising from the firm's financial advisory services practice?

E. Company and General Information

- Company name and address.
- Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
- General information about the primary contact that would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.
- Additional information for inclusion in the response is located immediately behind the RFP at Appendix A and Appendix B.
 - Appendix A - Certification of Proposal to City
 - Appendix B - Sample Professional Services Agreement
 - Exhibit "A" - Scope of Services
 - Exhibit "B" - Special Requirements
 - Exhibit "C" - Schedule of Compensation
 - Exhibit "D" – Schedule of Performance

F. Qualifications and Experience of the Firm

- Firm's history and organizational structure, including the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff that will be serving the City.
- The primary business of the parent company and/or affiliates.
- Office(s) of your organization with primary responsibility for managing the engagement.
- Firm's experience providing insurance and risk management services, including the cities for which you have provided these services in the last five years.
- Other areas that may make the firm different from competitors.

G. Qualifications and Experience of Proposed Staff

- The qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience, including any municipal agencies with which they have worked in the past three years and their level of involvement. The resume(s) of the personnel who will be assigned to this project.

H. Fees

Please provide three copies in a separate envelope marked "Fees."

- Fees for the proposed service.
- Outline billing and payment expectations, including timing and method of payment.
- Any additional fees not already detailed above for consulting services requested.
- A specific "not to exceed" fixed fee including associated fees (i.e., printing costs, attendance at meetings, travel).

I. References

- Provide a list of current California municipal agencies for which the respondent has conducted financial advisory services in the last three years. From this list please provide at least three contacts that will serve as a reference attesting to the services provided.

V. QUESTIONS

- Questions concerning this RFP should be submitted by e-mail to William Fox, Interim Finance Director, at **wfox@soelmonte.org** by 4:00 P.M. PDT on October 11, 2021. All firms sending questions will receive responses to all questions and any other addenda that may be released via e-mail by October 14, 2021.

VI. GENERAL INFORMATION

- The successful proposer is expected to establish and maintain a working relationship with City Staff throughout the duration of the agreement. The City shall not pay any cost incurred in the preparation of a response to this Request for Proposal.

VII. INSURANCE REQUIREMENTS

- The City will require the successful proposer to acquire and maintain workers' compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance (errors & omissions) coverage relating to Consultant's services to be performed covering the City's risks in a form subject to the approval of the City Attorney and/or City's insurance advisor. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category

Workers' Compensation

Minimum Limits

Statutory minimum \$2,000,000
Per accident for bodily injury or disease

Commercial General Liability

\$2,000,000 per occurrence and
\$4,000,000 aggregate for bodily injury, personal injury and property damage

Automobile Liability \$2,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder)

Professional Liability

\$2,000,000 per claims & Errors and Omissions Liability

- Any available insurance coverage broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City as an additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

- The Consultant shall agree to include with all subcontractors in their subcontracts the same requirements and provisions including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors.
- The Consultant shall furnish the City with certificates and copies of information or declaration pages of the insurance required and with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:
 - a. Precluding cancellation or **reduction in per occurrence limits** before the expiration of 30 days (ten days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
 - b. Naming the City of South El Monte its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
 - c. Providing that Consultant's insurance coverage shall be primary insurance with respect to City and, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Consultant's insurance and not contributory with it. Consultant and its insurer may not seek contribution from City's insurance or self-insurance.
- The limits of insurance required 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 insurance or self-insurance may be called upon to protect City as a named Insured.
- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability coverage. Policies containing an SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Consultant/Named Insured or City.
- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- Any and all Subcontractors shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City. Subcontractors shall further agree to include the same requirements and provisions, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions shall be furnished by any subcontractor upon request.

- The Consultant shall maintain insurance to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of this project or service. In the event the Consultant fails to obtain or maintain completed operations coverage as required by the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

VIII. PROPOSAL REVIEW

- The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals or allow corrections of errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all proposers who have responded to the RFP by the deadline.
- The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.
- The preparation of the RFP will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to the City shall become properties of the City and will not be returned.
- The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.
- To be considered, proposers must provide **five bound copies, one unbound copy, and a single PDF file** of the Proposal for Financial Advisory Services that can be made available to City staff. The materials should be contained in a sealed envelope with the name of the company submitting the proposal, and the title of "Insurance Brokerage Services." The materials should be delivered no later than 4:00 P.M. PDT on October 21, 2021 to:

City of South El Monte
 Attention: Donna G Schwartz, City Clerk
 1415 N. Santa Anita Ave.
 South El Monte, CA 91733

A. RFP Schedule

The City reserves the right to make changes to the below schedule, but the current schedule for the implementation of this bid process is as follows:

Request for Proposal Release	09/29/2021
Question Submittal Deadline	10/11/2021
City Response to Questions	10/14/2021
Submittal Deadline (Date proposals must be received by)	10/21/2021
Finalists Selected/Presentations/Interviews	Week of 10/25/2021
Consultant Selection/Contract approved by City Council	11/09/2021

B. Evaluation of Proposals

- A team comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all the proposing firms. Any interviews would include City staff from Finance and City Administration. Interviews conducted would be done virtually via Zoom or Teams.
- The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.
- Consultants will be objectively evaluated based on their responses to the scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City. Proposals will be evaluated based on the following criteria:
 - Thoroughness and understanding of the tasks to be completed.
 - Background and experience in organizational analysis evaluation.
 - Staff expertise and overall experience of personnel assigned to the work.
 - Commitment to accomplish tasks based upon an agreed upon schedule.
 - Responsiveness to requirements.
 - Recent public sector experience.
 - Costs.

- Although price for the services is an important consideration for award, the City will consider other factors. These include the consultant's qualifications, expertise, and level of professional service and advice to be provided.

IX. CONSULTANT AGREEMENT

- A sample of the City's Professional Services Agreement is provided with this RFP as **Attachment B**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements.

END OF RFP

APPENDIX A

CERTIFICATION OF PROPOSAL TO THE CITY

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated September 15, 2021 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the firm and that the firm is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all the commentary, figures and data required by the Requests for Proposal dated September 15, 2021.
5. This firm has carefully read and fully understands all the items contained in Request for Proposal for Insurance Brokerage Services.
6. The proposal by this firm is an irrevocable offer; it shall be valid for 120 days from October 21, 2021 unless both parties mutually agree to extend the date.

Name of firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX B

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 _____, _____ (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 _____ Dollars (\$_____) (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 _____ 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 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:

(Name)

(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 [_____ or] 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 venture 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 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 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 “noninterest” 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:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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.

EXHIBIT "A"

SCOPE OF SERVICES

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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.

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	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

- A.
- B.
- C.

- III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.7**



City Council Agenda Report

Agenda Item No. 9.h.

DATE: September 28, 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 FOR AUTHORIZATION TO EXAMINE VARIOUS OPTIONS FOR THE IMPLEMENTATION OF AN OTHER POST EMPLOYMENT BENEFITS (OPEB) TRUST ACCOUNT TO FUND RETIREE MEDICAL COSTS

SUMMARY: The City is examining the implementation of an Other Post-Employment Benefits (OPEB) Section 115 Trust Fund for the management and funding of retiree health care costs. The City currently has a \$1.6 million OPEB liability with no funds set aside to meet these future employee obligations. This unfunded OPEB liability was identified by the State Auditor as a high risk deficiency that needs to be addressed to strengthen the City's fiscal health. The utilization of the City's actuary will assist in developing the funding requirements and strategies for payment of the obligation. Staff will examine OPEB funding trust advisors for funding strategies, historical results, and management costs to administer an OPEB Trust Fund. Staff will come back with recommendations for implement of an OPEB Section 115 Trust Fund.

RECOMMENDED ACTION: Staff recommends City Council to review and authorize staff to proceed with examining various service providers and strategies to implement an OPEB Trust Fund and come back to Council with recommendations.

FISCAL IMPACT: There is no immediate fiscal impact associated with the approval of this agenda item. Costs for the implementation will be brought forward on funding and the implementation will be proposed.

DISCUSSION: The State Auditor performed an annual assessment of ten key financial indicators to benchmark the fiscal health of all the cities in the state. The City received 73.91 out of 100 possible points and achieved an overall Low Risk rating, indicating a stable financial outlook. However, in five of the ten risk categories assessed there were opportunities for improvement identified. The one area where the City was rated as High Risk was in relation to funding of the City's retiree healthcare plan. These healthcare benefits are often referred to as Other Post-Employment Benefits or OPEB. Currently, the City has not set aside any funds for future retiree health care obligations. The current

actuary's report identifies an unfunded liability for future medical premiums in the amount of \$1.6 million. This is where the City is responsible for paying a portion of health insurance premiums for qualified retirees, survivors, and dependents.

State law requires retiree medical costs to be paid by cities contracting with CALPERS medical plans. In the City's case, CalPERS is the employee medical benefits plan provider. Under this law, cities using CalPERS medical plans are required by the Public Employees' Medical & Hospital Care Act (PEMHCA) to provide a minimum benefit to retired employees. The current monthly minimum benefit payment amount is \$143. The City has correctly recognized PEMHCA by incorporating this benefit into the Memorandum of Understanding (MOU) agreements with both employee union groups. To be eligible for the OPEB benefit, an employee must retire at the age of 50 or later, have 5 or more years of CalPERS service, and be currently enrolled in a CalPERS health care plan at retirement. The City is obligated to pay the PEMHCA amount of \$143 per month, which is subject to an annual adjustment from CalPERS for changes in health care costs. This monthly payment continues in force until such time all eligible household members pass on or when there is an elected change to voluntarily exit the CalPERS health care plan. Once an employee exits the CalPERS health care plan, the monthly benefit is no longer paid by the City.

The City currently makes a \$143 per month payment for 14 eligible retired employees. This is budgeted for current operations in the General Fund. The payment of these costs is referred to as the "pay as you go" approach. In other words, what the City is billed is paid during the current year. However, this approach does not recognize any future cost escalations in health care premiums and future obligations for all active fulltime employees that are not yet retired. The City's gap of not recognizing these retiree health care cost escalations and setting aside funds for active employees prior to retirement has resulted in the current \$1.6 million actuarially computed liability. The State Auditor was critical of the City not funding the OPEB liability to address this issue.

Strategy To Address Unfunded OPEB Liability

In order to set aside an appropriate level of funding for future retiree health care obligations, cities are enlisting various resources, including their actuary, legal counsel, Human Resources, and Finance Department to ensure that implementation of an OPEB funding solution will be successfully implemented. Actuaries value historical earned benefits and forecast the cost of future benefits obligated to employees. They are critical to understanding and implementing a funding strategy and level to ensure adequate funds are set aside to meet future obligations. Legal counsel will help ensure that actions taken are in accordance with State law and IRS regulations. City staff expertise in the areas of Human Resources and Finance will provide the guidance, feedback and messaging required to ensure a successful plan is implemented to fund the future health care obligations for employees as they become retirees.

Cities and other government agencies have been establishing OPEB Trust Funds to provide the funding approach to legally set aside funds and ensure they are available when needed in the future. The OPEB Trust Fund is a restricted account established under IRS Code Section 115. It delineates the requirements of funding and withdrawals allowed. The funds contributed and earnings from the account are solely set aside for meeting future retiree health care benefits.

There are several benefits in the implementation of the OPEB Trust Fund:

- Funding Plans Lower Future Costs: Contributions placed in an OPEB Trust Fund grow at a rate of interest on trust fund investments, which is generally much higher than city general fund investments. This is due to the fact that liquidity is not as critical since a longer time horizon takes place, which usually results in a higher interest rate.
- Trust Funds Use Is Growing Rapidly: There is a competitive market for cities to reach out to for the implementation and management of an OPEB Trust Fund. Due to this competitive market, the costs of setting up and managing the trust account are very affordable.
- Trust Funds Allow Greater Returns: The rates of return on trust funds have fewer State Law restrictions than General Fund investments. General Fund investments are limited to investments of up to five years, and are typically in government bonds. When dealing with trust funds, there is not a five year maturity limit and equities, such as mutual funds, are allowed. Longer term investments and utilization of mutual funds result in greater earnings.
- Trust Fund Assets Grow Tax Free: OPEB Trust Funds are permitted by the IRS to be tax free transactions on contributions, interest earnings, capital gains, and withdrawals as long as they are being managed in accordance with IRS requirements. The benefits of being tax free allow accounts to grow faster.
- Trust Funds Lower Unfunded Liabilities: Contributions placed in an OPEB Trust Fund lower a city's unfunded retiree health care liability. Trust fund assets directly offset retiree medical liability in actuarial valuations and on city financial statements.
- Trust Funds Allow Flexible Contributions: Cities retain complete flexibility over whether and when to contribute to OPEB Trust Funds. Successful strategies often involve a number of funding methods to determine the level of funding that is desired. The Government Finance Officers Association (GFOA) recommends that cities do not use OPEB bonds to prefund and pay into OPEB Trust Funds. Each year the City works with the Actuary to determine the level of funding needed based upon the City's desired funding level.

Next Steps

- Enlist the City's Actuary, GovInvest, to assist in developing funding approaches and strategies to assist the City in determining the amount of the initial contribution and future contributions required to ensure that sufficient funds are set aside to meet OPEB obligations when they are due.
- Examine the various organizations that are involved in setting up and managing an OPEB Trust Fund on behalf of the City. Determine the costs for implementation, funding level required and various strategies to ensure that adequate funding for the unfunded liability is addressed.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.a.

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: COUNCILMEMBER HECTOR DELGADO

1. Discussion on potential facilities bond or other finance opportunities to enhance our existing public structures.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: September 28, 2021

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR
AGENCY MEETING MINUTES OF JULY 27, 2021

SUMMARY: Staff is requesting approval of the Minutes of the July 27, 2021 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of July 27, 2021.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. July 27, 2021 Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, JULY 27, 2021 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City 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

16. CALL TO ORDER AND ROLL CALL

Chairperson Olmos called the meeting to order at 8:14 p.m.

PRESENT: Board Member(s) (via Zoom Webinar): Acosta, Retamoza, Vice Chairperson Angel, and Chairperson Olmos.

ABSENT: Board Member(s): Delgado

STAFF PRESENT (via Zoom Webinar): Rachel Barbosa, Executive Director; Donna G. Schwartz, Secretary; and Paola Lara, 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 Retamoza, seconded by Vice Chairperson Angel to approve the agenda. Motion carried 4-0-1, by the following vote:

AYES: Board Member(s): Acosta, Retamoza, Vice Chairperson Angel, and Chairperson Olmos.

NAYS: None

ABSENT: Board Member(s): Delgado

18. PUBLIC COMMENTS

Chairperson Olmos opened public comment, there being none, closed public comment.

19. CONSENT CALENDAR

A motion was made by Board Member Retamoza, seconded by Vice Chairperson Angel to approve the Consent Calendar. Motion carried 4-0-1, by the following vote:

AYES: Board Member(s): Acosta, Retamoza, Vice Chairperson Angel,
and Chairperson Olmos.

NAYS: None

ABSENT: Board Member(s): Delgado

19.a. Approved the Regular Successor Agency Meeting Minutes of June 22, 2021.

19.b. Adopted Resolution No. SA 21-05 authorizing payment of City expenditures for the period of July 14, 2021 through July 27, 2021 totaling \$6,789.81.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:16 p.m. Chairperson Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chairperson