



Gloria Olmos, Mayor
Gracie Retamoza, Mayor Pro Tem
Manuel Acosta, Councilmember
Richard Angel, Councilmember
Hector Delgado, Councilmember

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

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

December 8, 2020 at 6:00 PM
City Council Chambers
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.

TELECONFERENCE

Members of the public will have access to listen to and participate in the meeting by calling-in at the information below. Teleconference participation shall be available to the public at the following USA Toll-Free number,
1-888-204-5987, Access Code: 9671457.

LIVE TELECAST

The public may also view a live telecast online at
www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact Donna G. Schwartz, CMC, City Clerk at (626) 579-6540 ext. 3280 or (626) 274-0412 Cell or Paola Lara, Deputy City Clerk at (626) 579-6540 ext. 3220 or (626) 522-5341 Cell.

[Agenda Begins on the Following Page]

1. ROLL CALL

Councilmembers: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos

2. INVOCATION

Pastor Ben Garrett, Faith Dominion Church, South El Monte

3. PLEDGE OF ALLEGIANCE

Commander Mark Tavera, Veterans of Foreign Wars, Greater El Monte VFW
Post 10218

4. SINGING OF NATIONAL ANTHEM

Raymundo Monge, South El Monte Resident and Recording Artist

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. CERTIFICATION OF ELECTION RESULTS

6.a. CONSIDERATION OF RESOLUTION NO. 20-131, ADOPTING CERTIFICATE OF CANVASS CERTIFYING RESULTS FOR THE CITY OF SOUTH EL MONTE'S GENERAL MUNICIPAL ELECTION HELD TUESDAY, NOVEMBER 3, 2020, AND SECOND READING AND ADOPTION OF ORDINANCE NO. 1250, RELATING TO AND CONTAINING THE PROVISIONS/TEXT OF A SALES TAX MEASURE (MEASURE "ES") APPROVED BY VOTERS AT SAID ELECTION

On Tuesday, November 3, 2020, a General Municipal Election was held in the City of South El Monte consolidated with the Los Angeles County Registrar-Recorder/County Clerk, Elections Division to fill one term of four years for Mayor (currently held by Gloria Olmos), to fill two four year terms for Member of the City Council (currently held by Councilmember Richard Angel and Councilmember Hector Delgado) and to submit to the voters Measure "ES," which is a ¼¢ general sales tax measure.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-131, reciting the facts of the November 3, 2020, General Municipal Election, and to conduct second reading and adopt Ordinance No. 1250, containing the provisions/text of Measure "ES".

7. OATH OF OFFICE TO BE TAKEN BY RE-ELECTED MAYOR AND MEMBERS OF THE CITY COUNCIL

7.a. RE-ELECTED COUNCILMEMBER - HECTOR DELGADO

Oath of Office to be Administered by Congresswomen Judy Chu.

7.b. RE-ELECTED COUNCILMEMBER - RICHARD ANGEL

Oath of Office to be Administered by Richard Angel Jr.

7.c. RE-ELECTED MAYOR - GLORIA OLMOS

Oath of Office to be Administered by Pastor Gary Clouse.

8. COMMENTS BY RE-ELECTED MAYOR AND MEMBERS OF THE CITY COUNCIL

9. PRESENTATIONS

9.a. SENATOR SUSAN RUBIO TO PROVIDE REMARKS TO NEWLY RE-ELECTED MAYOR AND MEMBERS OF THE CITY COUNCIL

9.b. SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF OCTOBER 2020

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

9.c. CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT REPORT FOR THE MONTH OF NOVEMBER 2020

City Council to receive a report from Staff on code enforcement and public safety activities in the City.

10. PUBLIC COMMENT

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

11. 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.

11.a. REGULAR CITY COUNCIL MEETING MINUTES - NOVEMBER 10, 2020

Staff seeks Council approval of the Minutes for the Regular City Council Meeting of November 10, 2020.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of November 10, 2020

11.b. CONSIDERATION OF RESOLUTION NO. 20-125, APPROVING WARRANTS FOR THE PERIOD OF NOVEMBER 11, 2020 THROUGH DECEMBER 8, 2020

Authorizing payment of City expenditures for the period of November 11, 2020 through December 8, 2020 totaling \$1,877,559.77

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-125, authorizing payment of City expenditures.

11.c. CONSIDERATION OF RESOLUTION 20-126, AUTHORIZING THE CITY MANAGER TO USE MEASURE M FUNDS AS A MATCH OF \$38,000 AS REQUIRED FOR THE AWARDED GRANT CONTRACT WITH CALTRANS FOR FISCAL YEAR (FY) 2020-21 CALTRANS SUSTAINABLE TRANSPORTATION PLANNING, SUSTAINABLE COMMUNITIES GRANT

The City has been notified that a Caltrans Planning grant in the amount of \$301,002 has been awarded to the City for the Rosemead Boulevard Corridor Enhancement Plan that requires a City match of funds in the amount of \$38,998. These funds will be allocated from Measure M local return funds.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution 20-126, authorizing the City Manager to use Measure M funds as a match resource in the amount of \$38,000 as required for the awarded grant contract with Caltrans for fiscal year (FY) 2020-21 Caltrans Sustainable Transportation Planning, Sustainable Communities Grant

11.d. CONSIDERATION OF RESOLUTION NO. 20-127, APPROVING AN AGREEMENT WITH DUDEK FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT AND PREPARE SAFETY AND ENVIRONMENTAL JUSTICE ELEMENTS OF THE CITY'S GENERAL PLAN

A consultant is needed to complete an update to the Housing Element of the City's General Plan and create the Safety, and Environmental Justice elements. Staff issued a Request for Proposals for consulting services, and upon review of the submissions and interviews of the participating firms, Dudek has been selected as the responsive, low-bid consultant to complete these services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-127, approving an agreement with Dudek for conducting an update to the Housing Element, and creation of the Safety and Environmental Justice Elements, for an amount not to exceed \$199,995.

11.e. CONSIDERATION OF RESOLUTION NO. 20-128, DENOUNCING XENOPHOBIA AND ANTI-ASIAN PACIFIC ISLANDER (API) SENTIMENT ARISING DUE TO FEARS OF THE COVID-19 PANDEMIC AND AFFIRMING THE CITY'S COMMITMENT TO THE WELL-BEING AND SAFETY OF ASIAN AMERICAN COMMUNITIES

The resolution declares the City's commitment to the safety and well-being of the API community in South El Monte.

RECOMMENDED ACTION: Staff recommends the City Council adopt Resolution No. 20-128 denouncing xenophobia and anti-API sentiment and all microaggressions and hate crimes.

11.f. CONSIDERATION OF RESOLUTION NO. 20-129, AUTHORIZING THE ALLOCATION OF \$150,000 FROM GENERAL FUNDS, REIMBURSABLE FROM A GRANT FROM CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD), TO ENTER INTO A NEW CONTRACT FOR THE EXTENSION OF A LAND MANAGEMENT SYSTEM FOR AN ADDITIONAL THREE YEARS, THE SCANNING OF PHYSICAL PERMITS, AND SUPPLEMENTAL FUNDING FOR THE HOUSING ELEMENT UPDATE

The City of South El Monte is receiving a reimbursement grant from California Housing and Community Development ("HCD") in the amount of \$150,000 for an additional three years of a Land Management System ("LMS") and to cover the costs related to scanning physical permits to help streamline the processing of housing permits, as well as helping fund the City's Housing Element update.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-129, authorizing the allocation of \$150,000 from general fund balance and authorizing the City Manager to enter into a contract for the extension of three years of a Land Management System, the scanning of physical documents, and supplemental funding of the Housing Element update.

11.g. CONSIDERATION OF RESOLUTION NO. 20-130, APPROVING AND ADOPTING THE STATE MANDATED CAMPAIGN CONTRIBUTION LIMITS SET BY ASSEMBLY BILL 571 (AB 571)

Beginning on January 1, 2021, Assembly Bill 571 (AB 571) imposes default campaign contribution limits upon city elected offices and certain regulations relating to campaign funds for cities with no local campaign contribution limit, but also permits cities to enact their own local campaign contribution limits as explained further in this staff report.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-130, approving and adopting the campaign contributions set by the State, maintaining the status quo of no local ordinance and defaulting to the State requirements of AB 571.

12. GENERAL BUSINESS

12.a. ACCEPT CITY CLERK'S CERTIFICATION OF SIGNATURES SUBMITTED IN SUPPORT OF AN INITIATIVE MEASURE TO PERMIT/REGULATE CERTAIN CANNABIS BUSINESSES, REGULATE PERSONAL CANNABIS USE, AND IMPOSE A 6% EXCISE TAX ON THE RETAIL SALES OF CANNABIS/EDIBLES; AND, PURSUANT TO ELECTIONS CODE SECTION 9215, ADOPT THE INITIATIVE MEASURE BY ORDINANCE, OR SUBMIT THE INITIATIVE MEASURE TO THE VOTERS AT A GENERAL OR SPECIAL ELECTION, OR ORDER A REPORT ON THE INITIATIVE MEASURE PURSUANT TO ELECTIONS CODE SECTION 9212, OR PROVIDE OTHER DIRECTION TO STAFF

A citizen initiative to allow certain cannabis businesses within the City, regulate personal use of cannabis, and to establish a maximum 6% excise tax on the retail sale of cannabis and edibles ("Measure") was received by the City Clerk's Office on April 14, 2020 by Mr. Wilhans Ili. The City Attorney's Office did not prepare the contents of the Measure. The Measure was prepared by its proponents and their attorneys, and not by the City. Pursuant to the Elections Code, a ballot title and summary was prepared by the City Attorney's Office and provided to the initiative proponents. In the intervening time, the proponents gathered signatures for potential qualification of the Measure. The City Clerk has determined that the Measure contains the requisite number of signatures.

Consequently, this sets off a chain of events that the City Council must determine and carry out pursuant to the Elections Code.

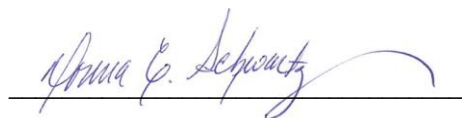
Therefore, the City Council must now accept the City Clerk's Certification of Sufficiency for the Measure by adopting the attached resolution, and determine whether to adopt the initiative, submit the initiative to the voters at either a general or special election, or order a report on the initiative in order to gather more information, as further described in this report.

RECOMMENDED ACTION: Staff recommends City Council:

- 1. Adopt a Resolution accepting the City Clerk's Certification of Sufficiency for the Measure (Attachment C); and**
- 2. Adopt an Ordinance which will adopt the Measure without alteration (Option 1; Attachment D) OR**
- 3. Submit the Measure without alteration to the voters at a general municipal election on November 8, 2022, by approving the appropriate resolutions (Option 2A; Attachments E through G) OR**
- 4. Submit the Measure without alteration to the voters at a special municipal election, determine the date of the special municipal election, and adopt the appropriate resolutions (Option 2B; Attachments H through K) OR**
- 5. Order a report on the Measure pursuant to Elections Code Section 9212 (Option 3) OR**
- 6. Provide other direction to staff.**

13. ADJOURNMENT Tuesday, January 12, 2021, 5:30 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 3rd day of December 2020.

A handwritten signature in blue ink, reading "Donna G. Schwartz", is written over a horizontal line.



City Council Agenda Report

**Agenda
Item No.
6.a.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-131,
ADOPTING CERTIFICATE OF CANVASS CERTIFYING
RESULTS FOR THE CITY OF SOUTH EL MONTE'S
GENERAL MUNICIPAL ELECTION HELD TUESDAY,
NOVEMBER 3, 2020, AND SECOND READING AND
ADOPTION OF ORDINANCE NO. 1250, RELATING TO
AND CONTAINING THE PROVISIONS/TEXT OF A SALES
TAX MEASURE (MEASURE "ES") APPROVED BY
VOTERS AT SAID ELECTION

SUMMARY: On Tuesday, November 3, 2020, a General Municipal Election was held in the City of South El Monte consolidated with the Los Angeles County Registrar-Recorder/County Clerk, Elections Division to fill one term of four years for Mayor (currently held by Gloria Olmos), to fill two four year terms for Member of the City Council (currently held by Councilmember Richard Angel and Councilmember Hector Delgado) and to submit to the voters Measure "ES," which is a ¼¢ general sales tax measure.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-131, reciting the facts of the November 3, 2020, General Municipal Election, and to conduct second reading and adopt Ordinance No. 1250, containing the provisions/text of Measure "ES".

FISCAL IMPACT: Annual tax revenue is projected to be approximately \$1 million.

DISCUSSION: Dean C. Logan, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, ("County Elections Official") pursuant to the provisions of Section 15300 et seq. of the California Elections Code has canvassed the returns of the

votes cast for each elective office and Measure “ES” in the City of South El Monte at the General Municipal Election held on Tuesday the 3rd day of November 2020. The County Elections Official further certifies that the Statement of Votes Cast, attached to the Certificate of Canvass, shows the total number of ballots cast in South El Monte; the whole number of votes cast for each candidate and Measure “ES” in each of the respective precincts therein; and the totals of the respective columns and the totals as shown for each candidate and Measure “ES” are full, true and correct. Therefore, the results of the General Municipal Election are certified to the City Council as provided in the attached Certificate of the Canvass of the Election Returns (Exhibit A to Resolution).

In summary, the following individuals have been re-elected to their respective offices:

Gloria Olmos was re-elected Mayor for the full term of four years

Richard Angel was re-elected as Member of the City Council for the full term of four years

Hector Delgado was re-elected as Member of the City Council for a full term of four years

Additionally, Measure “ES” was approved by a majority of voters (YES: 70.90%; NO: 29.10%).

The attached resolution recites the fact of the election, including a breakdown of votes for each of the above, and contains other information required by the Elections Code. In order to complete the election certification process, pursuant to Elections Code Sections 10262 et seq., it is recommended City Council approve the resolution attached to this report.

The first reading of Ordinance No. 1250 was conducted on July 14, 2020, with the second reading pending the outcome of the November 3, 2020, election. Based upon the results above, in order to complete the approval of Measure “ES,” Revenue & Taxation Code Section 7285.9 requires the City Council to conduct second reading and adopt Ordinance No. 1250, which contains the provisions/text of Measure “ES”.

ATTACHMENTS:

[Attachment A - Resolution No. 20-131](#)

[Exhibit A to Resolution 20-131](#)

[Attachment B - Ordinance No. 1250](#)

ATTACHMENT A

RESOLUTION NO. 20-131

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY NOVEMBER 3, 2020, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election (collectively “election” hereinafter) was held and conducted in the City of South El Monte, California, on Tuesday, November 3, 2020, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting centers were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Elections Division canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as “Exhibit A”; and

WHEREAS, on December 8, 2020, the City Council concurrently conducted the second reading and adopted an ordinance containing the provisions/text of Measure ES, which is a general transactions and use (sales) tax, as required by Revenue & Taxation Code Section 7285.9.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the recitals set forth above are incorporated herein by this reference.

SECTION 2. That the General Municipal Election was consolidated with other elections being held in the same territory, with the same voters and held on the same date pursuant to Section 10400 of the Elections Code.

SECTION 3. That the General Municipal Election was held for the purpose of electing the following officers of said City as required by laws relating to cities in the State of California:

One Mayor of said City for a full term of four years.

Two Members of the City Council of said City for a full term of four years.

SECTION 4. That the whole number of ballots cast at the vote centers except vote by mail ballots was 1623 and the whole number of vote by mail ballots cast in the City was 4602, making a total of 6225 ballots cast in the City.

SECTION 5. That the names of persons voted for at the General Municipal Election for

Mayor is as follows: Gloria Olmos and Member of City Council is as follows: Brandon Angel, Richard Angel, Rudy Bojorquez and Hector Delgado.

SECTION 6. That the number of votes given at each vote center and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in Exhibit "A" attached.

SECTION 7. The City Council does declare and determine that Gloria Olmos was re-elected Mayor for the full term of four years; Richard Angel was re-elected as Member of the City Council for the full term of four years; and Hector Delgado was re-elected as Member of the City Council for a full term of four years.

SECTION 8. That said General Municipal Election was also held for the purpose of considering the following Measure of said City as required by laws relating to cities in the State of California:

MEASURE ES – SOUTH EL MONTE ESSENTIAL SERVICES PROTECTION MEASURE. To protect South El Monte's long term financial stability; maintain 911 emergency response/neighborhood patrols, gang prevention; help prevent thefts/burglaries; maintain streets; improve safe routes to school; keep public areas/parks safe/clean; maintain afterschool programs, youth/senior services, other general services, shall the measure establishing a 1/4¢ sales tax generating approximately \$1,000,000 annually until ended by the voters, subject to independent financial audits, all funds benefiting South El Monte residents, be adopted?

SECTION 9. That the number of votes given at each vote center and the number of votes given in the City in favor and against Measure ES are as listed in Exhibit "A" attached.

SECTION 10. That as a result of the November 3, 2020, General Municipal Election, the City Council does declare and determine that:

Measure ES was approved by a majority of the voters of South El Monte voting in the November 3, 2020, General Municipal Election, and, therefore, shall be deemed adopted and ratified.

SECTION 11. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of votes cast in the city; (2) the names of the persons voted for; (3) the measures voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person and for and against each measure; (6) The number of votes given in the city to each person and for and against each measure.

SECTION 12. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the

respective office to which they have been elected.

SECTION 13. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-131, 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 8th day of December 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN

Registrar-Recorder/County Clerk

November 30, 2020

Ms. Donna G. Schwartz, City Clerk
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

Dear Ms. Schwartz:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of South El Monte General Municipal Election consolidated with the General Election held on November 3, 2020.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN

Registrar-Recorder/County Clerk

LATICIA MCCORKLE, Assistant Division Manager
Election Information and Preparation Division

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

Los Angeles County Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

South El Monte City

at the General Election, held on the 3rd day of November, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of November, 2020.



Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

[illegible]

[illegible]

ATTACHMENT B

ORDINANCE NO. 1250

AN ORDINANCE OF THE VOTERS OF CITY OF SOUTH EL MONTE ADDING CHAPTER 3.07 TO TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE, THEREBY ESTABLISHING AN ADDITIONAL TRANSACTIONS AND USE GENERAL TAX AT THE RATE OF 1/4%

WHEREAS, the City currently has a transactions and use general tax pursuant to Chapter 3.06 of the South El Monte Municipal Code at a rate of 1/2%; and

WHEREAS, this measure would establish an additional transactions and use general tax under a new Chapter 3.07 of Title 3 of the South El Monte Municipal Code at the rate of 1/4%; and

WHEREAS, Article XIIC, Section 2, of the California Constitution provides that any general tax must be submitted to the electorate and approved by a majority vote of the electorate; and

WHEREAS, Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, and Section 7285.9 of the California Revenue and Taxation Code, authorizes a city to adopt a transactions and use (sales) tax ordinance, which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose; and

WHEREAS, by its Resolution No. 20-79 adopted on July 14, 2020, the City Council submitted this Ordinance to the City's voters at the November 3, 2020, election, approved this Ordinance, pursuant to Revenue & Taxation Code Section 7285.9, subject to the City's voters' approval, and approved this Ordinance's submission to the City's voters; and

WHEREAS, this Ordinance imposes a general tax where generated revenues will be deposited in the City's General Fund; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters this Ordinance, and the City Council therefore wishes to have the voters consider the same at a General Municipal Election to be held on November 3, 2020; and

WHEREAS, approving this proposed measure requires approval of the majority of voters at either a general or special municipal election; and

WHEREAS, the proposed measure will have strict accountability requirements such as public disclosure of all spending and annual independent financial audits that ensure funds are used effectively and as promised, and only to the benefit of the South El Monte community.

NOW THEREFORE, ON THE BASIS OF THE FORGOING, THE PEOPLE OF THE CITY OF SOUTH EL MONTE, AT THE NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 3.07 (SOUTH EL MONTE PUBLIC ESSENTIAL SERVICES PROTECTION TRANSACTIONS AND USE GENERAL TAX) is hereby added to Title 3 of the South El Monte Municipal Code as follows:

“Chapter 3.07 - South El Monte Public Essential Services Protection Transactions and Use General Tax

3.07.010. TITLE. This Ordinance shall be known as the “South El Monte Public Essential Services Protection Transactions and Use General Tax” Ordinance. The City of South El Monte hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory of the City.

3.07.020. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

3.07.030. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

3.07.040. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.07.050. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one quarter of a cent per dollar (.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

3.07.060. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.07.070. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one quarter of a cent per dollar (.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.07.080. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

3.07.090. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.07.100. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

3.07.110. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section

4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.07.120. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

3.07.130. ABILITY TO LOWER RATE. The tax rate in this Ordinance may only be increased by a vote of the people of the City of South El Monte; provided, however, that the City Council may amend this Ordinance to reduce the amount of the tax authorized herein or to otherwise implement or advance the purpose and intent of this Ordinance.

3.07.140. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.07.150. ANNUAL AUDIT. The proceeds resulting from the Transactions and Use Tax established in this Ordinance shall be deposited into the City's General Fund and become subject to the same independent annual audit requirements as other General Fund revenues. In addition, by December 31st of each year, the City shall cause an independent auditor to complete a "South El Monte Essential Services Protection Transactions and Use Tax Ordinance Report," provided that such report may be combined with the City's independent annual audit requirements as described above. Such report shall review whether the tax revenues collected pursuant to this Ordinance are collected, managed and expended in accordance with the requirements of this Ordinance.

3.07.160 PENALTIES. Without limiting any remedies available at law or equity, any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor.

3.07.170 CHANGES IN LAW; COUNTY TAX LIMITS. In the event that Los Angeles County voters approve a future measure after the effective date of this Ordinance or otherwise enacts a new transactions and use tax that, when aggregated with the City's transactions and use taxes under this Ordinance, causes the combined rate limit set forth in Revenue and Taxation Code Section 7152.1 to be exceeded, such future County measure shall not have any effect on the City's

ability to levy and collect transactions and use taxes at the rates set forth herein. Unless State law is amended to increase the combined rate limit under Revenue and Taxation Code section 7251.1 or this Ordinance is later repealed or amended to reduce its tax rates, Los Angeles County shall not levy nor collect any transactions and use taxes within the territory of South El Monte which were approved by Los Angeles County voters after the effective date of this Ordinance.

3.07.180. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.07.190. COUNCIL AUTHORITY TO AMEND. Pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend this ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

3.07.200. EFFECTIVE DATE. This Ordinance levying the tax described herein shall be effective ten (10) days after the date on which the City Council has declared that the voters of the City of South El Monte have approved the Ordinance by a vote of no less than a majority of the votes cast by the electors voting on the tax measure set forth in this Ordinance at that special municipal election to be held on Tuesday, November 3, 2020.

3.07.210. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law.”

Section 3. **Council Authority to Amend.** This is a City Council-sponsored initiative Ordinance which otherwise would only be subject to amendment by the voters of the City. However, pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend the Ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

Section 4. **CEQA Exemption.** The adoption of this ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 et seq.). CEQA Guideline 15378(b)(4) provides that the creation of

government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA.

Section 5. **Severability.** If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The People of the City of South El Monte hereby declared that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

Section 6. **Appropriations Limit.** Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of South El Monte is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

Section 7. **Effective Date.** If a majority of the voters of the City of South El Monte voting at the General Municipal Election of November 3, 2020, vote in favor of this Ordinance, then this Ordinance shall become a valid and binding ordinance of the City of South El Monte, and shall be considered as adopted upon the date that the vote is declared by the City Council of the City of South El Monte, and this Ordinance shall go into effect ten (10) days after that date, pursuant to Election Code section 9217.

Section 8. **Passage and Execution.** The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published or posted pursuant to law.

PASSED AND ADOPTED by the voters of the City of South El Monte at an election held on November 3, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwarz, 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 for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1250, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of December 2020, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF
OCTOBER 2020

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

RECOMMENDATION:

ATTACHMENTS:

[October Crime Statistics](#)



South El Monte October 2020

Crime Statistics

South El Monte

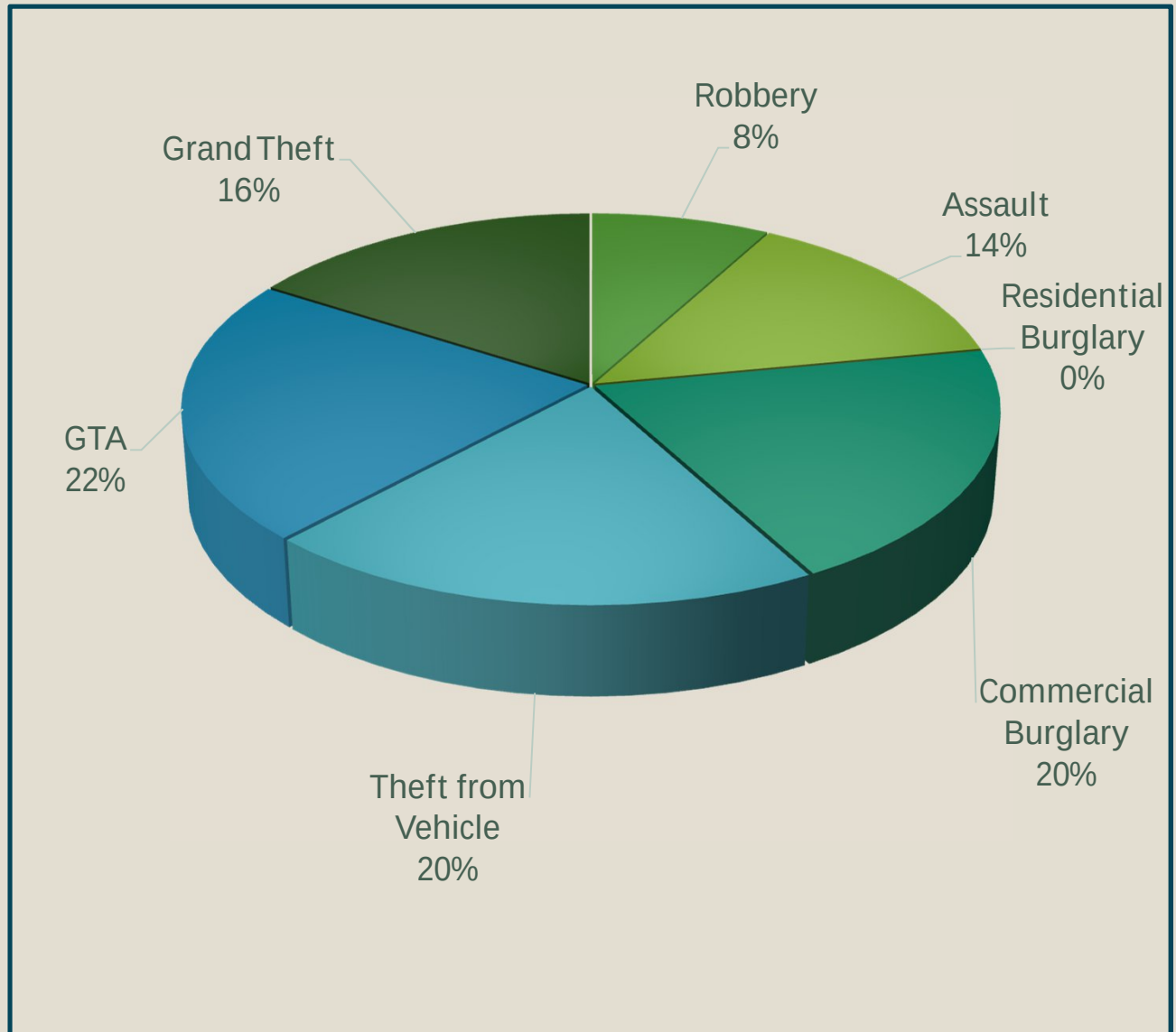
Part I Crime Statistics – October 2020

Part I Crimes	
Homicide	0
Rape	1
Robbery	4
Assault	7
Burglary	10
Larceny	22
Grand Theft Auto	11
Arson	1
Total Part I Crimes	56

Target Crimes	
Robbery	4
Assault	7
Residential Burglary	0
Commercial Burglary	10
Grand Theft	7
Grand Theft Auto	11
Theft from Vehicle	10
Total Target Crimes	49

South El Monte

Target Crimes – October 2020



South El Monte

Part I Crime Statistics

Year to Date 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Homicide	0	0	0	0	0	0	0	0	0	0			0
Rape	2	0	0	0	1	3	0	0	1	1			7
Robbery	2	1	5	3	3	1	3	3	0	4			25
Assault	6	12	4	1	8	11	6	8	7	7			70
Burglary	18	19	18	26	11	10	7	8	13	10			140
Larceny	25	27	20	25	28	28	21	23	22	22			241
GTA	6	8	7	9	20	15	8	11	6	11			101
Arson	2	0	0	0	0	1	2	1	0	1			7
Total	61	67	54	64	71	68	47	54	49	56			591

Part I Crimes 2019

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Homicide	0	0	0	0	0	0	0	0	0	1	0	0	1
Rape	0	0	0	1	2	2	1	0	1	0	2	2	11
Robbery	4	6	3	4	1	5	4	1	2	0	1	1	32
Assault	9	2	1	7	4	1	3	5	8	6	3	9	58
Burglary	11	12	12	10	11	7	11	11	8	5	17	17	132
Larceny	19	21	22	24	26	33	14	20	22	14	13	24	253
GTA	12	14	8	10	11	11	7	12	3	5	7	14	113
Arson	0	0	0	0	1	1	0	0	0	1	0	0	3
Total	55	55	46	56	56	60	40	49	44	32	43	67	603

South El Monte

Part I Crime Statistics – Year to Date

September Arrests 2019-2020

Arrests	2019	2020
Felony	101	140
Misdemeanor	8	20
Infraction	1	1
Total	110	161

Part I Crimes Year End 2018-2019

Part I Crimes	2018	2019	Difference	%Change
Homicide	1	1	0	0.00%
Rape	7	11	4	57.14%
Robbery	33	32	-1	-3.03%
Assault	85	58	-27	-31.76%
Burglary	145	132	-13	-8.97%
Larceny	313	253	-60	-19.17%
Grand Theft Auto	163	113	-50	-30.67%
Arson	5	3	-2	-40.00%
Total Part I Crimes	752	603	-149	-19.81%



City Council Agenda Report

**Agenda
Item No.
9.c.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Angie Hernandez, Community Development Department Executive Assistant

SUBJECT: CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT
REPORT FOR THE MONTH OF NOVEMBER 2020

SUMMARY: City Council to receive a report from Staff on code enforcement and public safety activities in the City.

RECOMMENDATION:

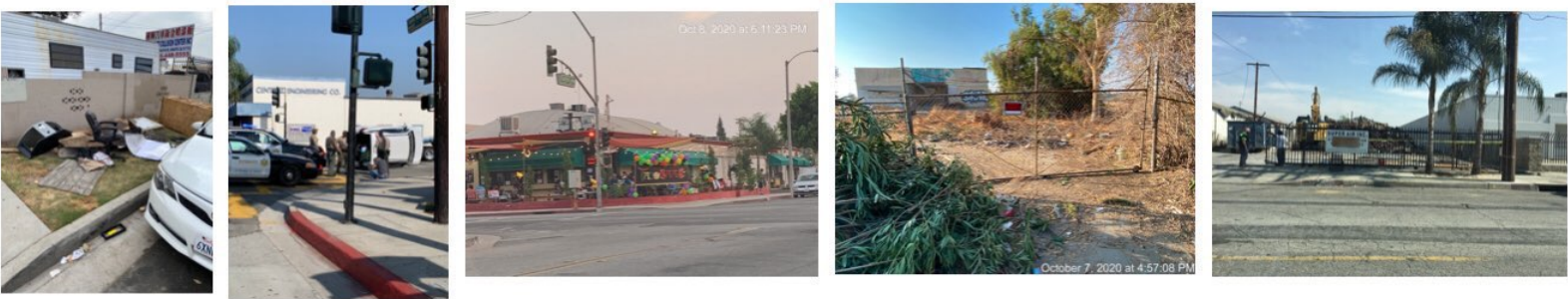
ATTACHMENTS:

[Code Enforcement Report](#)

[Bulk Items Report](#)

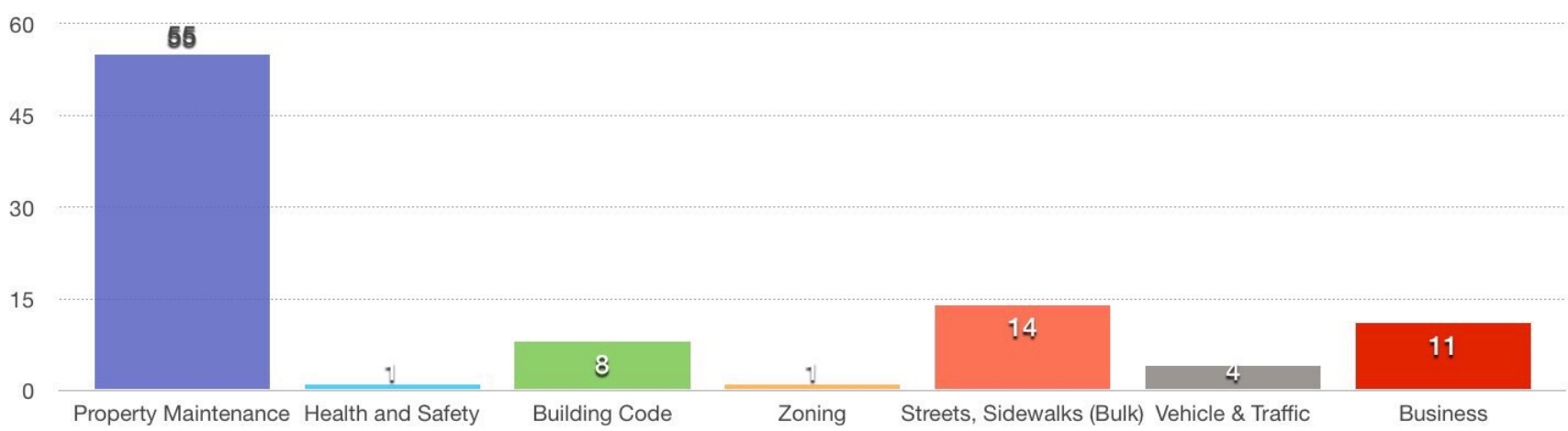
CODE ENFORCEMENT

The Code Enforcement Division continues to work with the Community to address the homeless situation, substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformity with the City Zoning and Building ordinances and State and County Health Code

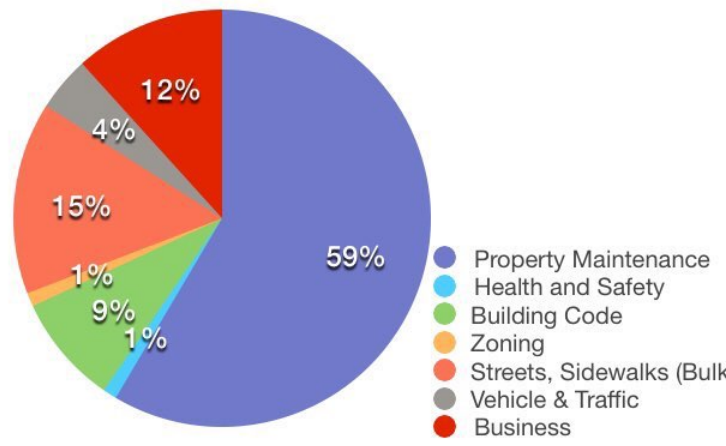


Code Enforcement Cases / November 2020

TOPICS	NOV	TOTAL
Property Maintenance	55	55
Health and Safety	1	1
Building Code	8	8
Zoning	1	1
Streets, Sidewalks (Bulk)	14	14
Vehicle & Traffic	4	4
Business	11	11
Total.		94



Pie Chart



**CODE ENFORCEMENT REPORT
NOVEMBER 2020**

Case #	Topic	Status	Date Entered	Date Due	Assigned To	Address
1 <u>CE-20-0639</u>	Property Maintenance	Closed	11/1/2020		Rick Major	11148 Rush St.
2 <u>CE-20-0640</u>	Zoning	Closed	11/1/2020		Rick Major	10836 Horizons Drive
3 <u>CE-20-0641</u>	Property Maintenance	Closed	11/1/2020		Rick Major	2007 Lee Ave.
4 <u>CE-20-0648</u>	Building Code	Open	11/3/2020	12/9/2020	Raul Rodriguez	11142 THIENES AVE
5 <u>CE-20-0649</u>	Building Code	Open	11/3/2020	12/9/2020	Raul Rodriguez	10335 Enloe Street
6 <u>CE-20-0651</u>	Business	Closed	11/3/2020		Chris Alvarez	1954 DURFEE AVE
7 <u>CE-20-0652</u>	Business	Closed	11/3/2020		Chris Alvarez	2037 DURFEE
8 <u>CE-20-0736</u>	Property Maintenance	Open	11/3/2020	12/9/2020	Raul Rodriguez	1524 BUNKER AVE
9 <u>CE-20-0647</u>	Building Code	Open	11/3/2020	12/9/2020	Raul Rodriguez	1265 LERMA RD
10 <u>CE-20-0650</u>	Business	Closed	11/4/2020		Chris Alvarez	2315 ROSEMEAD BLVD
11 <u>CE-20-0653</u>	Property Maintenance	Closed	11/4/2020		Chris Alvarez	10837 CENTRAL AVE
12 <u>CE-20-0656</u>	Property Maintenance	Closed	11/4/2020		Chris Alvarez	1901 SANTA ANITA AVE
13 <u>CE-20-0657</u>	Vehicle & Traffic	Closed	11/4/2020		Chris Alvarez	10808 ELLIOTT AVE
14 <u>CE-20-0658</u>	Business	Closed	11/4/2020		Chris Alvarez	10825 FAWCETT AVE
15 <u>CE-20-0659</u>	Streets, Sidewalks, and Public Places	Closed	11/4/2020		Chris Alvarez	2217 TROY AVE
16 <u>CE-20-0660</u>	Business	Closed	11/4/2020		Chris Alvarez	
17 <u>CE-20-0661</u>	Building Code	Closed	11/4/2020		Chris Alvarez	2514 LUDER AVE
18 <u>CE-20-0655</u>	Building Code	Open	11/5/2020		Joe Martinez	2217 MERCED AVE
19 <u>CE-20-0665</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	1536 PECK RD
20 <u>CE-20-0666</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	2000 TYLER AVE
21 <u>CE-20-0667</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	1838 TYLER AVE
22 <u>CE-20-0668</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	1800 TYLER AVE
23 <u>CE-20-0677</u>	Business	Closed	11/6/2020		Chris Alvarez	11000 RUSH ST
24 <u>CE-20-0662</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	2111 SANTA ANITA AVE
25 <u>CE-20-0678</u>	Vehicle & Traffic	Closed	11/6/2020		Chris Alvarez	10808 ELLIOTT AVE
26 <u>CE-20-0663</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	2103 SANTA ANITA AVE
27 <u>CE-20-0679</u>	Vehicle & Traffic	Closed	11/6/2020		Chris Alvarez	2213 Merced
28 <u>CE-20-0664</u>	Property Maintenance	Closed	11/6/2020		Vinh Vo	2122 SANTA ANITA AVE
29 <u>CE-20-0680</u>	Business	Closed	11/6/2020		Chris Alvarez	2570 Chico
30 <u>CE-20-0669</u>	Property Maintenance	Closed	11/8/2020		Rick Major	2561 Strozier Ave.
31 <u>CE-20-0670</u>	Property Maintenance	Closed	11/8/2020		Rick Major	2509 Strozier Ave.
32 <u>CE-20-0671</u>	Property Maintenance	Closed	11/8/2020		Rick Major	2120 Troy Ave.

9609

**CODE ENFORCEMENT REPORT
NOVEMBER 2020**

33	<u>CE-20-0735</u>	Health & Safety/Public Nuisance	Open	11/9/2020	12/9/2020	Raul Rodriguez	2218 Rosemead Boulevard
34	<u>CE-20-0711</u>	Streets, Sidewalks, and Public Places	Closed	11/9/2020		Joe Martinez	10133 Klingerman Street
35	<u>CE-20-0673</u>	Property Maintenance	Open	11/10/2020	12/11/2020	Joe Martinez	2553 STROZIER AVE
36	<u>CE-20-0674</u>	Streets, Sidewalks, and Public Places	Closed	11/10/2020		Joe Martinez	2203 EDWARDS AVE
37	<u>CE-20-0675</u>	Property Maintenance	Closed	11/10/2020		Joe Martinez	2416 Edwards Avenue
38	<u>CE-20-0676</u>	Streets, Sidewalks, and Public Places	Closed	11/10/2020		Joe Martinez	1523 LIDCOMBE AVE
39	<u>CE-20-0672</u>	Streets, Sidewalks, and Public Places	Closed	11/10/2020		Joe Martinez	2552 STROZIER AVE
40	<u>CE-20-0681</u>	Building Code	Closed	11/12/2020		Chris Alvarez	11253 MICHAEL HUNT DR
41	<u>CE-20-0682</u>	Property Maintenance	Closed	11/12/2020		Chris Alvarez	10418 WEAVER ST
42	<u>CE-20-0683</u>	Building Code	Closed	11/12/2020		Chris Alvarez	11253 MICHAEL HUNT DR
43	<u>CE-20-0684</u>	Property Maintenance	Closed	11/13/2020		Chris Alvarez	10819 MICHAEL HUNT DR
44	<u>CE-20-0685</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	11002 THIENES AVE
45	<u>CE-20-0686</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	10819 MICHAEL HUNT DR
46	<u>CE-20-0687</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	10962 MICHAEL HUNT DR
47	<u>CE-20-0688</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	1613 LEAFDALE AVE
48	<u>CE-20-0704</u>	Business	Closed	11/13/2020		Chris Alvarez	1912 Merced ave
49	<u>CE-20-0689</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	9713 ENLOE ST
50	<u>CE-20-0705</u>	Property Maintenance	Closed	11/13/2020		Chris Alvarez	9852 Max shapiro
51	<u>CE-20-0690</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	2511 LOMA AVE
52	<u>CE-20-0691</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	1564 DURFEE AVE
53	<u>CE-20-0692</u>	Property Maintenance	Closed	11/13/2020		Vinh Vo	1320 DURFEE AVE
54	<u>CE-20-0693</u>	Building Code	Open	11/14/2020	12/11/2020	Vinh Vo	1419 DURFEE AVE
55	<u>CE-20-0694</u>	Property Maintenance	Closed	11/14/2020		Vinh Vo	2503 CENTRAL AVE
56	<u>CE-20-0695</u>	Property Maintenance	Closed	11/14/2020		Vinh Vo	1902 POTRERO AVE
57	<u>CE-20-0697</u>	Property Maintenance	Closed	11/15/2020		Rick Major	2103 Seaman Ave.
58	<u>CE-20-0698</u>	Property Maintenance	Closed	11/15/2020		Rick Major	2439 Seaman Ave.
59	<u>CE-20-0699</u>	Property Maintenance	Closed	11/15/2020		Rick Major	11335 Thienes Ave
60	<u>CE-20-0696</u>	Property Maintenance	Closed	11/15/2020		Rick Major	1527 Chico Ave.
61	<u>CE-20-0701</u>	Streets, Sidewalks, and Public Places	Closed	11/16/2020		Joe Martinez	10012 Klingerman
62	<u>CE-20-0702</u>	Property Maintenance	Closed	11/16/2020		Rick Major	11027 Gomez Palacio Dr.
63	<u>CE-20-0703</u>	Property Maintenance	Closed	11/16/2020		Rick Major	11051 Backford St.
64	<u>CE-20-0738</u>	Streets, Sidewalks, and Public Places	Closed	11/16/2020		Raul Rodriguez	2745 ROSEMEAD BLVD
65	<u>CE-20-0700</u>	Property Maintenance	Open	11/16/2020		Joe Martinez	2024 MERCED AVE
66	<u>CE-20-0707</u>	Business	Open	11/17/2020		Chris Alvarez	10425 rush st ste c south el monte

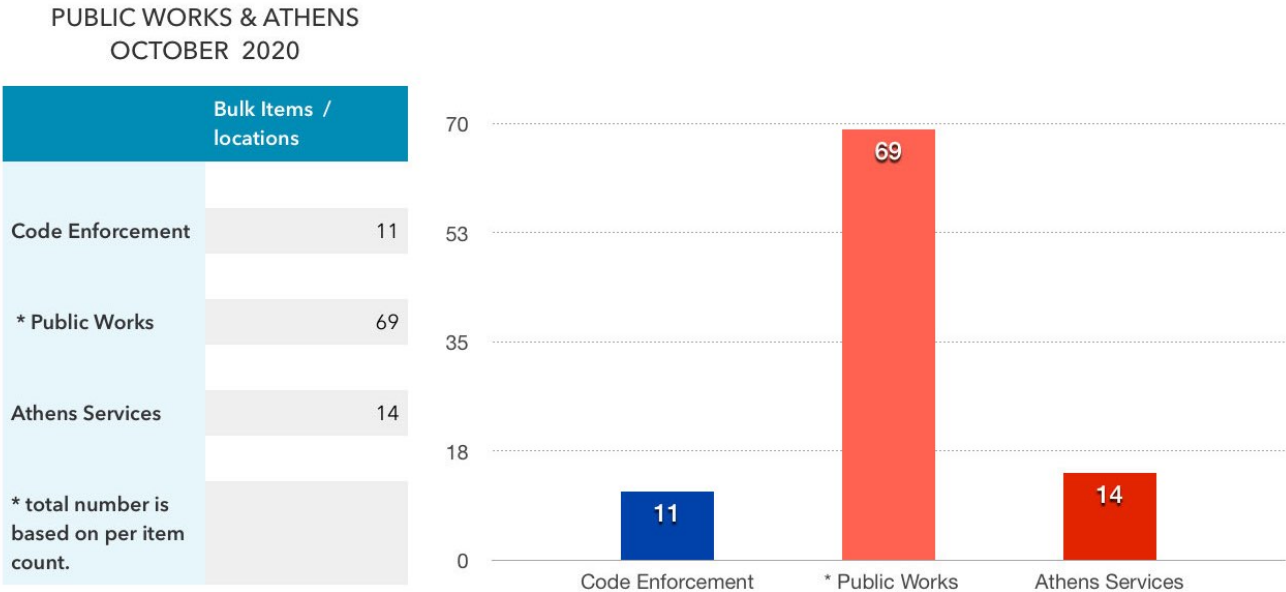
**CODE ENFORCEMENT REPORT
NOVEMBER 2020**

67	<u>CE-20-0708</u>	Property Maintenance	Closed	11/17/2020		Chris Alvarez	10819 MICHAEL HUNT DR
68	<u>CE-20-0709</u>	Streets, Sidewalks, and Public Places	Closed	11/17/2020		Chris Alvarez	10825 Michael hunt
69	<u>CE-20-0710</u>	Property Maintenance	Closed	11/17/2020		Chris Alvarez	1612 Santa Anita
70	<u>CE-20-0706</u>	Streets, Sidewalks, and Public Places	Closed	11/17/2020		Joe Martinez	1909 MERCED AVE
71	<u>CE-20-0713</u>	Streets, Sidewalks, and Public Places	Closed	11/19/2020		Chris Alvarez	1922 COGSWELL RD
72	<u>CE-20-0716</u>	Property Maintenance	Closed	11/19/2020		Chris Alvarez	11020 Weaver
73	<u>CE-20-0712</u>	Streets, Sidewalks, and Public Places	Closed	11/19/2020		Chris Alvarez	10012 Klingerman Street
74	<u>CE-20-0714</u>	Streets, Sidewalks, and Public Places	Closed	11/20/2020		Chris Alvarez	2429 CENTRAL AVE
75	<u>CE-20-0715</u>	Business	Closed	11/20/2020		Chris Alvarez	1922 COGSWELL RD
76	<u>CE-20-0717</u>	Property Maintenance	Closed	11/20/2020		Vinh Vo	1403 DURFEE AVE
77	<u>CE-20-0718</u>	Property Maintenance	Open	11/20/2020	12/4/2020	Vinh Vo	2551 CENTRAL AVE
78	<u>CE-20-0725</u>	Business	Closed	11/20/2020		Chris Alvarez	9444 Garvey Ave
79	<u>CE-20-0726</u>	Vehicle & Traffic	Closed	11/20/2020		Chris Alvarez	1530 Central Ave
80	<u>CE-20-0719</u>	Property Maintenance	Closed	11/22/2020		Rick Major	9822 Klingerman Ave.
81	<u>CE-20-0720</u>	Property Maintenance	Closed	11/22/2020		Rick Major	2107 Rosemead Blvd.
82	<u>CE-20-0721</u>	Property Maintenance	Closed	11/22/2020		Rick Major	9920 HAYWARD WAY
83	<u>CE-20-0722</u>	Property Maintenance	Closed	11/23/2020		Rick Major	10010 Rush St.
84	<u>CE-20-0723</u>	Property Maintenance	Closed	11/23/2020		Rick Major	1643 Maxson Rd.
85	<u>CE-20-0724</u>	Streets, Sidewalks, and Public Places	Closed	11/27/2020		Vinh Vo	1100 SANTA ANITA AVE
86	<u>CE-20-0739</u>	Streets, Sidewalks, and Public Places	Closed	11/28/2020		Chris Alvarez	9663 Garvey
87	<u>CE-20-0740</u>	Property Maintenance	Closed	11/28/2020		Chris Alvarez	2621 HUMBERT AVE
88	<u>CE-20-0729</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	2737 Lee Ave.
89	<u>CE-20-0730</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	9625 Alpaca St.
90	<u>CE-20-0731</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	2450 Seaman Ave.
91	<u>CE-20-0732</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	2506 Seaman Ave.
92	<u>CE-20-0733</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	2510 Seaman Ave.
93	<u>CE-20-0727</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	2208 Sastre Ave.
94	<u>CE-20-0728</u>	Property Maintenance	Open	11/29/2020	12/6/2020	Rick Major	2113 Lee Ave.

BULK ITEMS REPORT

NOVEMBER 2020

Case #	Topic	Statuses	Assigned To	Date Entered	Address	Item Description
1. CE- 20-0659	Streets, Sidewalks, and Public Places	Closed	Chris Alvarez	11/4/2020	2217 Troy Ave.	commercial truck tire
2. CE- 20-0711	Street,Sidewalks & Public Places	Closed	Joe Martinez	11/9/2020	10133 Klingerman	Sofa, chair, table
3. CE- 20-0674	Street,Sidewalks & Public Places	Closed	Joe Martinez	11/10/2020	2203 Edwards St	2 large mattresses
4. CE- 20-0676	Street,Sidewalks & Public Places	Closed	Joe Martinez	11/10/2020	1523 lidcombe	Bathroom sink and toilet
5. CE- 20-0672	Street,Sidewalks & Public Places	Closed	Joe martinez	11/10/2020	2552 Strozier	Sofa, tv and chair
6. CE- 20-0701	Street,Sidewalks & Public Places	Closed	Joe Martinez	11/16/2020	10012 Klingerman	Sofa, mattress, chair and table
7. CE- 20-0709	Street,Sidewalks & Public Places	Closed	Chris Alvarez	11/17/20	10825 Michael hunt	Refrigerator
8. CE-20-0706	Street,Sidewalks & Public Places	Closed	Joe Martinez	11/17/20	1909 Merced	2 mattresses
9. CE- 20-0712	Street,Sidewalks & Public Places	Closed	Chris Alvarez	11/19/20	10012 Klingerman	Sofa, chair
10. CE- 20-0713	Street,Sidewalks & Public Places	Closed	Chris Alvarez	11/19/20	1922 Cogswell	Refrigerator
11. CE- 20-0714	Street,Sidewalks & Public Places	Closed	Chris Alvarez	11/20/20	2429 central Ave	Water Heater













City Council Agenda Report

**Agenda
Item No.
11.a.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: REGULAR CITY COUNCIL MEETING MINUTES - NOVEMBER 10, 2020

SUMMARY: Staff seeks Council approval of the Minutes for the Regular City Council Meeting of November 10, 2020.

RECOMMENDATION: Staff recommends City Council approve the Regular City Council Meeting Minutes of November 10, 2020

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING - MINUTES
TUESDAY, NOVEMBER 10, 2020**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:01 p.m.

PRESENT: Councilmember(s): Acosta, Angel, Retamoza and Mayor Olmos.

ABSENT: Councilmember Delgado.

STAFF PRESENT: Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager, Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; Ian McAleese, Assistant Planner and Paola Lara, Deputy City Clerk (Via teleconference).

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference was provided for the Public and Zoom/Video was utilized by Mayor Pro Tem Retamoza, City Attorney Taylor, and Deputy City Clerk Lara.

2. PLEDGE OF ALLEGIANCE

Councilmember Angel led the Pledge of Allegiance.

3. INVOCATION

Brianna Badar, Public Works Administrative Clerk, offered the Invocation.

4. PRESENTATIONS

a. **"ENERGY CHAMPION AWARD," PRESENTED TO CITY OF SOUTH EL MONTE ON BEHALF OF SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Alexander Fung, San Gabriel Valley Council of Governments, presented a PowerPoint on the San Gabriel Valley Energy Champion Awards – City of South El Monte Recognition Presentation which included San Gabriel Valley Energy Wise Partnership, San Gabriel Valley Energy Champion Awards, City of South El Monte Gold Tier Accomplishment, City of South El Monte's Work with Southern California Regional Energy Network, and presented a plaque to the City.

b. **PRESENTATION ON FISCAL YEAR 2018 -2019 FINANCIAL AUDIT RESULTS**

Johnathan Dominguez and Dennis Maschke, CWDL Auditing Firm, presented a PowerPoint on Final Audit Update – Fiscal Year Ending June 30, 2019 including Letter to the City Council and Management, Client Service Team,

Services and Deliveries, Accounting and Audit Updates, Required Auditor Updates, Financial Highlights, Audit Results, and Forward Looking Audit Plan.

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

A motion was made by Angel seconded by Acosta and carried 4 – 0, (Delgado – Absent), to approve the agenda.

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

NAYS: None

ABSENT: Councilmember Delgado

6. **PUBLIC COMMENT**

Mayor Olmos opened public comment.

Councilmember Angel requested staff look into allowing residents to park their RV's in front of their homes, without being cited as long as no one is living in them, during the COVID-19 pandemic since they are having a difficult time finding an RV parking location during the pandemic.

There being no one else wishing to speak, Mayor Olmos closed public comment.

7. **CONSENT CALENDAR**

- a. Approved Minutes of the Adjourned Regular, Regular City Council, and Special City Council Meetings of October 27, 2020.
- b. Adopted Resolution No. 20-119, authorizing payment of City expenditures for the period of October 28, 2020 through November 10, 2020 totaling \$442,695.15.
- c. Adopted Resolution No. 20-120, Approving Amendment No. 9 to the Agreement with the County Of Los Angeles for the Elderly Nutrition Program Services for Fiscal Year 2019-2020
- d. Approved Blue Curb Fee Waiver Request by Richard Galvez for 10310 Fern Street
- e. Adopted Resolution No. 20-121, Approving Project Acceptance and Completion for the Senior Center Women & Men's Restroom Renovation Project Funded by Community Development Block Grant (CDBG)
- f. Adopted Resolution No. 20-122 Approving Amendment No. 3 to the Agreement with the County of Los Angeles for the Elderly Nutrition Program Services

A motion was made by Acosta seconded by Angel and carried 4 – 0, (Delgado – Absent), to approve the Consent Calendar.

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

NAYS: None

ABSENT: Councilmember Delgado

8. **PUBLIC HEARINGS** - None.

9. **GENERAL BUSINESS**

a. **ADOPTED RESOLUTION NO. 20-123, APPROVING A COOPERATIVE AGREEMENT BETWEEN CITY OF SOUTH EL MONTE AND CITY OF EL MONTE FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS AND APPROVING AN ADDITIONAL \$228,430 IN MEASURE M FUNDS FOR THE PROJECT**

Deputy City Manager Salas presented the staff report.

A motion was made by Angel seconded by Acosta and carried 4 – 0, (Delgado – Absent), to approve Resolution No. 20-123, approving the Cooperative Agreement with the City of El Monte for the construction of certain streets improvements in the City of South El Monte and approve allocating an additional \$228,430 in Measure M funds for this project.

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

NAYS: None

ABSENT: Councilmember Delgado

b. **ADOPTED RESOLUTION NO. 20-124, AUTHORIZING THE SUBMISSION OF THE 2020-2021 ANNUAL EXPENDITURE PLAN (ANNUAL PLAN) FOR THE SAFE, CLEAN WATER (SCW) PROGRAM AND APPROVE CREATION OF NEW SEPARATE FUND NUMBER 70 TO TRACK FUNDS RECEIVED AND EXPENDITURES**

Deputy City Manager Salas presented the staff report.

A motion was made by Acosta seconded by Angel and carried 4 – 0, (Delgado – Absent) to approve Resolution No. 20-124 authorizing the City Manager to submit the SCW Program Annual Plan to the Flood Control District. and approve Finance Department's creation of new separate Fund number 70 to track funds received and expenditures. Along with the executed fund transfer agreement, the Annual Plan must be submitted to receive the City's 2020/2021 SCW Program funding for water quality projects and programs. The City's 2020-2021 municipal fund is estimated to be \$450,000.

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

NAYS: None

ABSENT: Councilmember Delgado

c. **STATUS UPDATE, DISCUSSION AND FURTHER DIRECTION ON ASSEMBLY BILL (AB 571) - CAMPAIGN CONTRIBUTION LIMITS BEGINNING JANUARY 1, 2021**

City Attorney Taylor presented the staff report.

After discussion, Council concurred with adhering to the campaign contribution limits set by the State and allowing them to manage and administer the fine and penalties for AB 571.

The City Attorney Taylor was directed to bring back a staff report and resolution confirming the City will adhere to the State's campaign contribution limits and guidelines.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta reported on his attendance at the following events: City's Halloween Trick or Treat Drive-Thru for Seniors and Halloween Trick or Treat Drive-Thru for the community.

Councilmember Angel reported on his attendance at the City's Halloween Trick or Treat Drive-Thru for the community.

Mayor Pro Tem Retamoza reported on her attendance at the City's Halloween Trick or Treat Drive-Thru for the community.

Mayor Olmos reported on her attendance at the following events: City's Halloween Trick or Treat Drive-Thru for the community, Halloween Trick or Treat Drive-Thru for Seniors, Pumpkin Distribution, and Southeast Area Animal Control Authority meeting.

11. CORRESPONDENCE

a. **APPROVED SPONSORSHIP REQUEST FROM THE SOUTH EL MONTE EMPLOYEES ASSOCIATION FOR SPONSORSHIP FOR AN EMPLOYEE LUNCH/RECOGNITION TRUCK IN LIEU OF A HOLIDAY RECOGNITION PARTY DUE TO COVID-19 PANDEMIC**

Mayor Olmos provided information on the request from South El Monte Employees Association.

A motion was made by Angel seconded by Retamoza and carried 4 – 0, (Delgado – Absent), to approve sponsorship request from the South El Monte Employees Association for sponsorship for an employee lunch/recognition truck in lieu of a holiday recognition party due to Covid-19 Pandemic

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

NAYS: None

ABSENT: Councilmember Delgado

12. **COUNCILMEMBERS' AGENDA**

a. **MAYOR GLORIA OLMOS**

1. **Discussion and/or Action - Turkey Giveaway - City Partnership with Pastor Charlie to host a drive-thru Turkey Giveaway at the Community Center back parking lot on Monday, November 23rd beginning at 2pm. City Staff will provide decorations and delineators for the parking lot area.**

Mayor Olmos clarified there was a change to the event date and on Tuesday November 24th at 5:00 p.m. there will be a Turkey Giveaway for the community held by South El Monte Community Outreach. The City is not sponsoring the event only allowing it to be held at the Community Center back parking lot and applications will be received by Pastor Charlie.

2. **Discussion and/or Action - Canvassing fraud and misrepresentation of tax measure and Census information.**

Mayor Olmos stated canvassers continue canvassing for signatures, reminded Resident's that the election and census are done and advised them to be cautious when approached by someone requesting signatures to avoid signing something that is fraudulent.

3. **Discussion and/or Action - Look into rezoning property lines for potential businesses coming into the city.**

Mayor Olmos stated the City should be prepared to rezone properties to accommodate different businesses coming into the City.

Staff was directed to look into adding an overlay zone for property boundaries to assist and accommodate incoming businesses.

13. **CLOSED SESSION** – None.

13.a. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9(D)(1)**

Robert Ramirez vs. City of South El Monte
Case No. 20STLC08015

Mayor Olmos announced City Council would not discuss Closed Session Item 13.a.

14. ADJOURNMENT

There being no further business coming before this body, at 7:16 p.m. Mayor Olmos adjourned the meeting in honor of South El Monte Resident Ann Perfetti, 96 years old.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

**Agenda
Item No.
11.b.**

DATE: December 8, 2020

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 RESOLUTION NO. 20-125, APPROVING
WARRANTS FOR THE PERIOD OF NOVEMBER 11, 2020
THROUGH DECEMBER 8, 2020

SUMMARY: Authorizing payment of City expenditures for the period of November 11, 2020 through December 8, 2020 totaling \$1,877,559.77

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-125, authorizing payment of City expenditures.

ATTACHMENTS:

[Resolution No. 20-125](#)

[Warrants](#)

RESOLUTION NO. 20-125

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF NOVEMBER 11, 2020 THROUGH DECEMBER 8, 2020 TOTALING \$1,877,559.77

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Electronic Warrants	11/10/2020 – 11/24/2020	4837-4850	\$169,459.69
FY 20/21	Hand Typed Warrants	11/10/2020 – 11/24/2020	136854-136874	\$39,865.60
FY 20/21	Regular Warrants	11/10/2020 – 11/24/2020	136875-136944	\$1,326,080.32
FY 20/21	Electronic Warrants	11/25/2020 – 12/08/2020	4851-4856	\$46,150.15
FY 20/21	Hand Typed Warrants	11/25/2020 – 12/08/2020	136945-136947	\$6,989.90
FY 20/21	Regular Warrants	11/25/2020 – 12/08/2020	136948-136973	\$63,598.83
Payroll	Check	PPE 11/14/2020	27279-27286	\$6,881.67
Payroll	Direct Deposit	PPE 11/14/2020	757957-758040	\$101,842.12
Payroll	Check	PPE 11/28/2020	27287-27294	\$7,204.52
Payroll	Direct Deposit	PPE 11/28/2020	758041-788128	\$109,486.97

TOTAL EXPENDITURES RESOLUTION NO. 20-125 \$1,877,559.77

PASSED, APPROVED, AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-125, was duly passed and approved by the City Council of the City of South El Monte at a adjourned regular meeting of said Council held on the 8th day of December 2020, 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 12/08/2020

Date: 12/2/2020

Time: 10:12AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	05	AFLAC WORLDWIDE HEADQUARTERS	4837	11/10/2020	OCTOBER 2020	1,521.18
						\$1,521.18
21	011001050	CALPERS	4838	11/10/2020	NOV20 ADMIN RETIRED	15.32
21	011001050		4838	11/10/2020	NOV20 ADMIN ACTIVE	134.08
21	011001050		4838	11/10/2020	NOV20 RETIRED HEALTH	973.00
21	05		4838	11/10/2020	NOV20 ACTIVE HEALTH	55,866.45
						\$56,988.85
21	05	CALPERS RETIREMENT	4839	11/10/2020	10/4-10/17 PLAN 23047	2,182.05
21	05		4839	11/10/2020	10/4-10/17 PLAN 27216	8,270.52
21	05		4839	11/10/2020	10/4-10/17 PLAN 685	10,069.45
21	05		4840	11/10/2020	10/18-10/31 PLAN23047	2,182.05
21	05		4840	11/10/2020	10/18-10/31 PLAN27216	7,944.59
21	05		4840	11/10/2020	10/18-10/31 PLAN 685	10,065.91
21	05		4851	11/30/2020	NOV20 COUNCIL 27216	116.63
						\$40,831.20
21	05	DEPARTMENT OF THE TREASURY	4841	11/10/2020	PPE 10/31 MED	4,696.64
21	05		4841	11/10/2020	PPE 10/31 FEDERAL	15,544.56
21	05		4841	11/10/2020	PPE 10/31 FICA	19,134.80
21	05		4852	11/30/2020	PPE 11/14 MED	4,476.70
21	05		4852	11/30/2020	PPE 11/14 FEDERAL	14,320.56
21	05		4852	11/30/2020	PPE 11/14 FICA	18,252.42
						\$76,425.68
21	011001020	ELAN FINANCIAL SERVICES	4847	11/17/2020	UBER EAT FRAUD CREDIT	-292.68
21	011001020		4847	11/17/2020	INTEREST REVERSAL	-2.64
21	011501530		4847	11/17/2020	HALLOWEEN FLYER	2.99
21	011501530		4847	11/17/2020	HALLOWEEN CRAFT	2.99
21	011501530		4847	11/17/2020	UPDATE FLYER	2.99
21	011501530		4847	11/17/2020	THANKSGIVING FLYER	2.99
21	011501530		4847	11/17/2020	BINGO FLYER	2.99
21	011501530		4847	11/17/2020	UPDATED FLYER	2.99
21	011501530		4847	11/17/2020	OFFICE SUPPLIES	8.16
21	011001040		4847	11/17/2020	ADOBE PHOTOSHOP	9.99
21	011701710		4847	11/17/2020	SGV NEWS SUBSCRIPTION	10.00
21	011501530		4847	11/17/2020	SMART & FINAL DRY ICE	13.70
21	011701710		4847	11/17/2020	LA TIMES SUBSCRIPTION	15.96
21	011701710		4847	11/17/2020	LA TIMES SUBSCRIPTION	15.96
21	011001020		4847	11/17/2020	UBER EATS - FRAUD	19.83
21	011001040		4847	11/17/2020	10/8 CAPIO WEBINAR	20.00
21	011001040		4847	11/17/2020	10/22 CAPIO WEBINAR	20.00
21	011001020		4847	11/17/2020	UBER EATS - FRAUD	26.22
21	011001020		4847	11/17/2020	UBER EATS - FRAUD	27.30
21	011501530		4847	11/17/2020	PRIZES FOR SENIORS	36.28
21	011001020		4847	11/17/2020	UBER EATS - FRAUD	40.04
21	011001040		4847	11/17/2020	CLIP ART FOR CITY WEB	45.00
21	011001010		4847	11/17/2020	DD/BR DONUTS	45.66
21	011001010		4847	11/17/2020	PIZZA COUNCIL MTG9/22	88.76

City of South El Monte
Warrant Register
Council Meeting of 12/08/2020

Date: 12/2/2020

Time: 10:12AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011501530	ELAN FINANCIAL SERVICES...	4847	11/17/2020	MUNI MGMT MEMBERSHIP	90.00
21	011301310		4847	11/17/2020	CSMFO MEMBERSHIP	110.00
21	011511543		4847	11/17/2020	CENSUS VOLUTEER LUNCH	149.51
21	011001020		4847	11/17/2020	9/23-10/22 ZOOM MTHLY	239.90
21	011001040		4847	11/17/2020	CHALL STAFF SHIRTS	476.00
21	011001040		4847	11/17/2020	DIGITIZE CITY NEWS	480.00
21	063003010		4847	11/17/2020	INSULATED FOOD CARRIE	646.05
21	011501530		4847	11/17/2020	FINANCE COURSE	1,181.62
						\$3,538.56
21	05	EMPLOYMENT DEVELOPMENT DEPT.	4842	11/10/2020	PPE10/31 TNG WTHD'G	8.05
21	05		4842	11/10/2020	PPE10/31 UITAX WTHD'G	418.77
21	05		4842	11/10/2020	PPE10/31 STATE WTHD'G	5,364.60
21	05		4853	11/30/2020	PPE11/14 TNG WTHD'G	7.98
21	05		4853	11/30/2020	PPE11/14 UITAX WTHD'G	254.78
21	05		4853	11/30/2020	PPE11/14 STATE WTHD'G	4,746.48
						\$10,800.66
21	05	HARTFORD INSURANCE	4843	11/10/2020	NOV'20 LT DISABILITY	7,775.52
						\$7,775.52
21	011701720	HOME DEPOT CREDIT SERVICES	4855	11/30/2020	RETURN-SUP NOT NEEDED	-195.94
21	011701720		4855	11/30/2020	REFUND-SUP NOT NEEDED	-72.75
21	011701760		4855	11/30/2020	SNIP CUTTER	15.30
21	011601650		4855	11/30/2020	PREMIX FOR AQUA CNTER	16.07
21	011701710		4855	11/30/2020	PRINTER CABLE	17.90
21	011701710		4855	11/30/2020	BOXES FOR PLAMS EOC	21.44
21	011601650		4855	11/30/2020	SUP TO RPR RESTROOM	27.23
21	011511542		4855	11/30/2020	BOXINGYM CARPET CLNER	30.09
21	011701720		4855	11/30/2020	HOLES AW FOR CITY YARD	32.82
21	011701710		4855	11/30/2020	CHALL PROJECT	39.35
21	011701710		4855	11/30/2020	SPRAY BOTTLES	39.51
21	011701720		4855	11/30/2020	PLYWOOD RPLC	39.90
21	011701720		4855	11/30/2020	YARD RESTROOM REMODEL	48.20
21	011701720		4855	11/30/2020	YARD RESTROOM PAINT	48.95
21	011701710		4855	11/30/2020	MOVING BOXES CHALL	54.53
21	011701710		4855	11/30/2020	SUP FIN OFFICE DEMO	59.12
21	011701720		4855	11/30/2020	GROUT CHALL RESTROOM	62.35
21	011701720		4855	11/30/2020	SUPPLIE FOR CITY YARD	64.13
21	448008040		4855	11/30/2020	PAINT SUP BUS SHELTER	67.33
21	011701710		4855	11/30/2020	BOXES FOR CHALL	74.01
21	011701720		4855	11/30/2020	SUP REMO YARD RESTRM	76.50
21	011511543		4855	11/30/2020	SUP HALOWEEN DRI-TRU	79.69
21	011701710		4855	11/30/2020	STORAGE BOXES	84.83
21	011701720		4855	11/30/2020	SUP RPR YARD RESTROOM	104.39
21	011701740		4855	11/30/2020	SUPPLIES BLDG MTNC	107.17
21	011701750		4855	11/30/2020	UTILITY KNIFE LANDSCA	118.50
21	011601610		4855	11/30/2020	SMOG DETECTORS	136.22
21	011701710		4855	11/30/2020	CHALL PROJECT	138.05

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21	011701710	HOME DEPOT CREDIT SERVICES...	4855	11/30/2020	SUP CHALL WORK AREA	185.66
21	011701710		4855	11/30/2020	VACCUM AND KIT	194.88
21	011701720		4855	11/30/2020	YARD BATHROOM REMODEL	241.38
21	011701750		4855	11/30/2020	WOOD & SCREW	256.27
21	011701710		4855	11/30/2020	SAW & SAW BLADES	361.87
						\$2,574.95
21	011511543	SAM'S CLUB DIRECT	4844	11/10/2020	9/26 CENSUS CARAVAN	61.38
21	011001040		4844	11/10/2020	10/30 HALLOWEEN CANDY	65.44
21	011001040		4844	11/10/2020	10/30 HALLOWEEN CANDY	164.00
21	011701710		4844	11/10/2020	CHALL SUPPLIES	220.18
21	011511543		4844	11/10/2020	SPECIAL EVENTS SUP	328.00
						\$839.00
21	011701760	SOUTHERN CALIFORNIA EDISON	4848	11/18/2020	10/1-11/1 SLACK/SANTA	52.09
21	011701730		4848	11/18/2020	9/24-10/26 2028 CENTR	68.45
21	011701760		4848	11/18/2020	10/1-11/1 SCHMIDT/S.A	85.82
21	011701760		4848	11/18/2020	10/1-11/1 2551 HAVENPK	86.34
21	011701760		4848	11/18/2020	10/7-11/5 11530 THIEN	14.78
21	011701730		4848	11/18/2020	9/1-9/30 2028 CENTRAL	30.00
21	011701760		4848	11/18/2020	9/11-10/13 11001 FAWC	41.92
21	011701760		4848	11/18/2020	10/1-11/1 PECK/DURFEE	112.13
21	011701760		4848	11/18/2020	9/24-10/26 10498 FERN	122.05
21	011701730		4848	11/18/2020	10/1-11/1 2028 CENTRA	179.76
21	011701730		4848	11/18/2020	10/1-11/1 OBF	474.18
21	011701760		4848	11/18/2020	10/1-11/1 SANTA/FAWCE	612.54
21	011701760		4848	11/18/2020	10/1-11/1 SFTY LIGHTS	991.01
						\$2,871.07
21	05	STATE DISBURSEMENT UNIT	4845	11/10/2020	PPE10/31 CASE 0980438	150.00
21	05		4845	11/10/2020	PPE10/31 CASE 1457313	603.50
21	05		4845	11/10/2020	PPE10/31 CASE 2135289	646.15
21	05		4856	11/30/2020	PPE11/14 CASE 0980438	150.00
21	05		4856	11/30/2020	PPE11/14 CASE 1457313	603.50
21	05		4856	11/30/2020	PPE11/14 CASE 2135289	646.15
						\$2,799.30
21	011701740	US BANK VOYAGER FLEET SYS	4849	11/18/2020	9/25-10/24 FUEL BLDG	160.31
21	011407020		4849	11/18/2020	9/25-10/24 FUEL CODE	186.58
21	448008010		4849	11/18/2020	9/25-10/24 FUEL TRANS	222.92
21	448008010		4849	11/18/2020	9/25-10/24 FUEL TRANS	319.35
21	011701740		4849	11/18/2020	9/25-10/24 FUEL BLDG	478.42
21	011701750		4849	11/18/2020	9/25-10/24 FUEL LAND	582.05
21	011401100		4849	11/18/2020	9/25-10/24 FUEL PSFTY	598.68
21	011701750		4849	11/18/2020	9/25-10/24 FUEL LAND	866.74
21	011701750		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-48.81
21	011401100		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-33.63
21	011701750		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-33.56
21	011701740		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-29.33
21	448008010		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-18.07

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21	448008010	US BANK VOYAGER FLEET SYS...	4849	11/18/2020	9/25-10/24 TAX EXEMPT	-12.67
21	011407020		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-10.67
21	011701740		4849	11/18/2020	9/25-10/24 TAX EXEMPT	-8.92
						\$3,219.39
21	011511543	WALMART COMMUNITY/GEGRB	4850	11/18/2020	HALLOWEEN SPEC EVENT	21.88
21	011501540		4850	11/18/2020	OCT REC CLASS SUPPLY	65.50
21	011511543		4850	11/18/2020	HALLOWEEN DRI-TRU SUP	111.03
21	011001040		4850	11/18/2020	HALOWEN DRI-TRU CANDY	195.04
21	011511546		4850	11/18/2020	XMAS WISH GIVEAWAY	1,603.11
						\$1,996.56
21	05	WASHINGTON NATIONAL INSURANCE CO	4846	11/10/2020	NOV'20 LIFE INSURANCE	1,713.96
21	05		4846	11/10/2020	OCT'20 LIFE INSURANCE	1,713.96
						\$3,427.92

Report Total **215,609.84**



City Manager
For Rachel

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21	011701710	2010 OFFICE SERVICES, INC	136875	11/24/2020	COVID FURNITURE #502	8,361.00
						\$8,361.00
21	011301330	ADVANCED MICROCOMPUTING CONCEP	136876	11/24/2020	NOV'20 CLOUD/COV#502	750.00
21	011401430		136876	11/24/2020	IAN NOTEBK/LAPTOP#502	2,888.95
21	011301330		136876	11/24/2020	NOV'20 OFFICE 365	3,263.27
						\$6,902.22
21	011001030	ALESQUIRE & WYNDER, LLP	136877	11/24/2020	COVID LEGAL SVC#502	2,386.50
21	011001030		136877	11/24/2020	COVID LEGAL SVCS#502	6,176.00
21	011001030		136877	11/24/2020	OCT'20 SUCCESSIR AGEN	927.50
21	011001030		136877	11/24/2020	OCT'20 PUBLIC WORK	967.50
21	011001030		136877	11/24/2020	OCT'20 CODE ENFORCE	1,397.50
21	011001030		136877	11/24/2020	OCT'20 PERSONNEL	1,669.50
21	011001030		136877	11/24/2020	OCT'20 SPECIAL PROJCT	1,729.00
21	011001030		136877	11/24/2020	OCT'20 LITIGATION	3,326.00
21	011001030		136877	11/24/2020	OCT'20 ADDITIONAL SVC	4,632.50
21	011001030		136877	11/24/2020	OCT'20 ADDITIONAL SVC	5,003.00
21	011001030		136877	11/24/2020	OCT'20 PLANNING	7,493.50
21	011001030		136877	11/24/2020	OCT'20 GENERAL LEGAL	10,963.65
						\$46,672.15
21	011401440	AMAZON CAPITAL SERVICES, INC	136879	11/24/2020	BLDG&SFTY SUP CREDIT	-30.78
21	011401430		136879	11/24/2020	COM DEV SUP CREDIT	-24.19
21	011401430		136879	11/24/2020	COM DEV SUP CREDIT	-23.09
21	011701020		136879	11/24/2020	PW ADMIN SUP CREDIT	-21.99
21	011401430		136879	11/24/2020	COM DEV SUP CREDIT	-3.99
21	011401430		136879	11/24/2020	COM DEV SUP CREDIT	-3.99
21	011701710		136879	11/24/2020	INBOX FOR CHALL	33.14
21	011401430		136879	11/24/2020	COM. DEV. DEPT SUP	8.90
21	011501530		136879	11/24/2020	RUBBER BANDS	13.50
21	011701710		136879	11/24/2020	PW DEPT SUPPLIES	15.14
21	011407020		136879	11/24/2020	CODE DEPT SUPPLIES	19.64
21	011401440		136879	11/24/2020	BLDG & SFTY DEPT SUP	20.34
21	448008010		136879	11/24/2020	PLASTIC PARTITION #29	42.48
21	011401440		136879	11/24/2020	BLDG & SFTY DEPT SUP	49.48
21	011701740		136879	11/24/2020	DEPT OFFICE SUPPLIES	50.59
21	011301310		136879	11/24/2020	OFFICE SUPPLIES	54.01
21	011701720		136879	11/24/2020	STENCIL & INK	55.85
21	011701740		136879	11/24/2020	OFFICE SUPPLIES	58.27
21	011701720		136879	11/24/2020	TONER FOR COPIER	71.60
21	011401100		136879	11/24/2020	ADJUSTABLE FOOTREST	91.57
21	011501530		136879	11/24/2020	OFFICE SUPPLIES	106.77
21	011001010		136879	11/24/2020	USB MEMORY STICKS	120.95
21	011001010		136879	11/24/2020	VIDEO RECORDING KIT	152.22
21	011001040		136879	11/24/2020	VIDEO RECORDING KIT	152.22
21	011701740		136879	11/24/2020	OFFICE SUPPLIES	166.70
21	011701770		136879	11/24/2020	GPS VEHICLE KEYS	180.90
21	011701740		136879	11/24/2020	GPS FOR KEYS	181.44

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21	011701760	AMAZON CAPITAL SERVICES, INC...	136879	11/24/2020	POWER TOOLS BATTERIES	181.49
21	011401440		136879	11/24/2020	BLDG & SFTY DEPT SUP	20.89
21	011301310		136879	11/24/2020	FINANCE DEPT SUPPLIES	28.23
21	011001010		136879	11/24/2020	TRIPOD FOR IPAD	28.59
21	011001010		136879	11/24/2020	MOUSE PAD & CM PINS	29.67
21	011511543		136879	11/24/2020	TKSGIVIN DRI-TRU DECO	29.67
21	011407020		136879	11/24/2020	CODE DEPT SUPPLIES	30.79
21	011701710		136879	11/24/2020	PROJECTOR DEVICES	32.30
21	011501540		136879	11/24/2020	BLUETOOTH RECEIVER	33.34
21	011701020		136879	11/24/2020	PW DEPT SUPPLIES	34.08
21	011301310		136948	12/8/2020	DEPT OFFICE SUPPLIES	16.02
21	011501530		136948	12/8/2020	VEHICLE PROTECT FILM	27.48
21	011701740		136948	12/8/2020	ETHERNET PORTS	37.38
21	011501530		136948	12/8/2020	XMAS DRI-TRU TOTE BAG	52.77
21	011511546		136948	12/8/2020	XMAS WISH EVENT TOYS	2,468.70
21	011501530		136948	12/8/2020	\$ ENVELOPES MEALS#502	57.60
21	011501530		136948	12/8/2020	THANGSIVING INFLATABL	80.99
21	011501530		136948	12/8/2020	XMAS EVENT CARD & BAG	158.31
21	011501530		136948	12/8/2020	HALLOWEEN DRI-TRU DECO	184.07
						\$5,070.05
21	397007070	AMY QING CHEN	136854	11/4/2020	RENT ASST#2 MANZANARE	2,600.00
						\$2,600.00
21	011701720	AQUA PURE DRINKING WATER	136880	11/24/2020	NOV'20 H2O SVCS YARD	49.86
						\$49.86
21	011301330	AT&T	136855	11/4/2020	9/12-10/11 BAN1067917	21.81
21	011301330		136855	11/4/2020	9/6-10/5 BAN 1034754	21.81
21	011301330		136855	11/4/2020	9/7-10/6 BAN 1034748	21.81
21	011301330		136855	11/4/2020	9/7-10/6 BAN 1034746	21.81
21	011301330		136855	11/4/2020	9/7-10/6 BAN 1034747	22.35
21	011301330		136855	11/4/2020	9/7-10/6 BAN 1034751	24.97
21	011301330		136855	11/4/2020	9/10-10/9 BAN 1051741	436.25
21	011301330		136881	11/24/2020	10/10-11/9 BAN1051741	436.25
21	011301330		136881	11/24/2020	9/22-10/21 BAN1034752	21.10
21	011301330		136881	11/24/2020	10/2-11/1 BAN 1034750	21.20
21	011301330		136881	11/24/2020	9/28-10/27 BAN1034753	22.29
21	011301330		136881	11/24/2020	10/6-11/5 BAN 1034754	23.61
21	011301330		136881	11/24/2020	10/7-11/6 BAN 1034746	23.65
21	011301330		136881	11/24/2020	10/7-11/6 BAN 1034748	23.65
21	011301330		136881	11/24/2020	10/12-11/11 BAN#7917	23.83
21	011301330		136881	11/24/2020	10/7-11/6 BAN 1034747	24.19
21	011301330		136881	11/24/2020	10/7-11/6 BAN 1034751	26.81
21	011301330		136949	12/8/2020	10/15-11/14 BAN #7026	0.09
21	011301330		136949	12/8/2020	10/15-11/14 BAN #4755	23.63
21	011301330		136949	12/8/2020	10/15-11/14 BAN #4756	46.75
						\$1,287.86
21	011701710	AT&T MOBILITY	136856	11/4/2020	9/19-10/18 SEMS NEWS	34.84

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21	011401440	AT&T MOBILITY...	136856	11/4/2020	9/19-10/18 BUILDING	40.54
21	011101110		136856	11/4/2020	9/19-10/18 SHERIFF	81.52
21	011001020		136856	11/4/2020	9/19-10/18CTY MANAGER	91.54
21	011001020		136856	11/4/2020	9/19-10/18 HR	133.00
21	011301310		136856	11/4/2020	9/19-10/18 FINANCE	150.42
21	011201210		136856	11/4/2020	9/19-10/18 CITY CLERK	165.99
21	011701740		136856	11/4/2020	9/19-10/18 DIRCTOR PW	270.70
21	011401430		136856	11/4/2020	9/19-10/18 CODE ENF.	562.04
21	011701750		136856	11/4/2020	9/19-10/18 PUBLIC WKS	776.50
21	011001010		136856	11/4/2020	9/19-10/18 COUNCIL	1,040.27
						\$3,347.36
21	011001020	AT&T TELECONFERENCE SERVICES	136882	11/24/2020	OCT'20 AUD/WEB CONF	89.99
						\$89.99
21	011701750	ATHENS SERVICES	136883	11/24/2020	NOV'20 SWEEPER SVCS	473.67
21	011701760		136883	11/24/2020	NOV'20 SWEEPER SVCS	5,233.15
						\$5,706.82
21	011701770	AUTOZONE	136884	11/24/2020	GARAGE SUPPLIES	126.35
21	011701770		136884	11/24/2020	ELECTRIC WELDER RPR	188.09
21	011701770		136884	11/24/2020	FLOOR POLISH MACHINE	242.31
21	011701770		136884	11/24/2020	AIR COMPRESSOR RPR	85.43
21	448008010		136884	11/24/2020	FIRST AID KITS	87.98
21	011701770		136884	11/24/2020	RETURN BATTERY	-36.00
21	011701770		136884	11/24/2020	RETURN BATTERY	-18.00
21	011701770		136884	11/24/2020	REVERSE LGT/GREASE#15	17.31
						\$693.47
21	011701020	BASE HILL, INC.	136885	11/24/2020	AUG'20 JANITORIAL SVC	7,339.00
21	011701020		136885	11/24/2020	JUL'20 DISINFECT #502	1,700.00
21	011701020		136885	11/24/2020	7/25 DISINFECT #502	3,050.00
21	011701020		136885	11/24/2020	SEP'20 DISINFECT #502	12,200.00
21	011701020		136885	11/24/2020	AUG'20 DISINFECT #502	15,250.00
						\$39,539.00
21	011701770	BERT'S MEGAMALL	136928	11/24/2020	K2 MULE H2O PUMP RPR	71.40
						\$71.40
21	011511543	BLOOMING FLOWERS & GIFTS	136886	11/24/2020	FLOWERS VETERANS DAY	100.00
						\$100.00
21	05	BLUE SHIELD OF CALIF & HEALTH	136857	11/4/2020	NOV'20 VISION INSUR	532.52
						\$532.52
21	011701020	BORREGO SOLAR SYSTEM, INC	136887	11/24/2020	SOLAR SYSTEM MTNC	1,169.77
						\$1,169.77
21	011401440	BUREAU VERITAS NORTH AMERICAN INC	136888	11/24/2020	INSPECTOR/JERRY SICK	1,520.00
						\$1,520.00
21	011301330	CALIFORNIA COMMUNICATIONS	136889	11/24/2020	3/8-9/8 SURVEIL MCTR	1,518.54
21	011301330		136889	11/24/2020	3/8-9/8 SURVEIL CHALL	1,965.60

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21	011301330	CALIFORNIA COMMUNICATIONS...	136889	11/24/2020	3/8-9/8 SURVEIL CCTR	2,527.68
21	011601670		136889	11/24/2020	PARK EQUIP MTNC CHRG	2,616.96
21	011601670		136889	11/24/2020	SEP'20 WIRE BRIDG MVD	680.00
21	011601670		136889	11/24/2020	OCT'20 WIRE BRIDG MVD	680.00
21	011701710		136950	12/8/2020	NEW CUBICL WIRING#502	2,250.00
						\$12,238.78
21	011001060	CALIFORNIA JPIA	136890	11/24/2020	FY20/21 PROPERTY INS	108,834.00
21	011001060		136890	11/24/2020	FY20/21 POLLUTION INS	2,237.00
						\$111,071.00
21	05	CALIFORNIA TEAMSTERS LOCAL 911	136868	11/17/2020	NOV'20 MISC	414.00
21	05		136868	11/17/2020	NOV'20 ADMIN	1,102.00
21	05		136945	11/30/2020	DEC'20 MISC	414.00
21	05		136945	11/30/2020	DEC'20 ADMIN	1,102.00
						\$3,032.00
21	689009000	CARASOFT TECHNOLOGY CORPORATI	136892	11/24/2020	LMS EXPERT SVCS #410	7,717.50
21	689009000		136892	11/24/2020	NOV'20 LMS ACCELA#410	7,717.50
						\$15,435.00
21	397007070	CENTRAL APARTMENTS	136865	11/5/2020	RENT ASST IBARRA, A.	1,000.00
21	397007070		136869	11/17/2020	RENT ASST MARTINEZ, P.	1,000.00
						\$2,000.00
21	011601620	CINTAS CORP. #693	136893	11/24/2020	MAT CLEANING SCTR	23.49
21	011601620		136893	11/24/2020	MAT CLEANING SCTR	40.61
21	011701710		136893	11/24/2020	MAT CLEANING CHALL	44.66
21	011701710		136893	11/24/2020	MAT CLEANING CHALL	83.07
21	011701710		136951	12/8/2020	MAT CLEANING CHALL	24.43
21	011601620		136951	12/8/2020	MAT CLEANING SCTR	40.61
						\$256.87
21	011301460	CITY OF DOWNEY	136894	11/24/2020	FY20/21 LICENS CANVAS	13,312.00
						\$13,312.00
21	011001040	CIVICPLUS, LLC	136919	11/24/2020	GRAPHIC COLOR CHANGE	160.00
						\$160.00
21	011301310	COLBY CATALDI	136858	11/4/2020	REIMB. DEFERRED COMP	150.00
						\$150.00
21	011701475	COUNTY L.A. DEPT OF PUBLIC WORKS	136959	12/8/2020	IW INSPECTION	558.99
						\$558.99
21	011601660	DDC ELECTRIC SUPPLY, INC.	136953	12/8/2020	TRANSFORMER SHIVELY	1,868.90
						\$1,868.90
21	011701020	DE LAGE LANDEN	136954	12/8/2020	DEC'20 COPIER LEASE	4,441.80
						\$4,441.80
21	397007070	DOMINIC CHUI	136871	11/17/2020	RENT ASST DIAZ, MARIA	1,000.00
						\$1,000.00
21	063003010	DRIFTWOOD DAIRY, INC	136896	11/24/2020	10/22 MILK/BREAD NUTR	148.83

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21	063003010	DRIFTWOOD DAIRY, INC...	136896	11/24/2020	10/19 MILK/BREAD NUTR	153.01
21	063003010		136896	11/24/2020	10/29 MILK/BREAD NUTR	104.23
21	063003010		136896	11/24/2020	11/9 MILK/BREAD NUTR	120.76
21	063003010		136896	11/24/2020	10/26 MILK/BREAD NUTR	122.14
21	063003020		136896	11/24/2020	10/29 MILK/BREAD NUTR	11.58
21	063003020		136896	11/24/2020	11/9 MILK/BREAD NUTR	13.41
21	063003020		136896	11/24/2020	10/26 MILK/BREAD NUTR	13.57
21	063003020		136896	11/24/2020	10/22 MILK/BREAD NUTR	16.53
21	063003020		136896	11/24/2020	10/19 MILK/BREAD NUTR	17.00
21	063003010		136896	11/24/2020	11/5 MILK/BREAD NUTR	237.03
21	063003010		136896	11/24/2020	11/12 MILK/BREAD NUTR	239.27
21	063003010		136896	11/24/2020	11/2 MILK/BREAD NUTR	239.27
21	063003020		136896	11/24/2020	11/5 MILK/BREAD NUTR	26.33
21	063003020		136896	11/24/2020	11/12 MILK/BREAD NUTR	26.58
21	063003020		136896	11/24/2020	11/2 MILK/BREAD NUTR	26.58
						\$1,516.12
21	011511546	EL MONTE PRINTING	136897	11/24/2020	ENVELOPES XMAS LETTER	258.50
						\$258.50
21	011601610	EWING IRRIGATION	136898	11/24/2020	IRRIGATION RPR CCTR	41.68
21	011601610		136898	11/24/2020	IRRIGATION RPR CCTR	64.62
21	011701750		136898	11/24/2020	LANDSCAPE SUPPLIES	71.93
21	011601660		136898	11/24/2020	IRRIGATION RPR SHIVLEY	100.18
21	011601670		136898	11/24/2020	SPRINKLER PRP MVD	118.59
21	011601620		136955	12/8/2020	DIRT FOR SCTR	36.81
21	011701750		136955	12/8/2020	TOOLS FOR REC STAFF	72.11
21	011701750		136955	12/8/2020	IRRIG RPRS/RSMO	285.75
21	011701750		136955	12/8/2020	IRRIG RPRS DURF/THIE	531.04
						\$1,322.71
21	397007070	FRANK G. CHEN	136870	11/17/2020	RENT ASST GONZALEZ,R.	1,000.00
						\$1,000.00
21	011701750	GARVEY EQUIPMENT COMPANY	136900	11/24/2020	EQUIPMENT FOR MTNC	93.23
21	011701750		136900	11/24/2020	SMALL TOOLS	208.94
21	011701750		136956	12/8/2020	ECHO BLOWER MTNC	88.76
21	011701750		136956	12/8/2020	ECHO BLOWER MTNC	110.16
						\$501.09
21	011301330	GOVINVEST INC.	136901	11/24/2020	GASB 68 REPORTS	1,800.00
21	011301330		136901	11/24/2020	GASB 75 REPORTS	4,250.00
						\$6,050.00
21	011001020	GRANTS REPUBLIC	136902	11/24/2020	ADMIN CONTRACT SVCS	5,000.00
21	011401430		136902	11/24/2020	CD CONTRACT SVCS	5,350.00
						\$10,350.00
21	011701750	GRANT'S TRUE VALUE HARDWARE	136903	11/24/2020	KEYS FOR LANDSCAPE	20.54
21	011601630		136903	11/24/2020	MCTR STREET ID	21.03
21	011701740		136903	11/24/2020	DRILL BIT FOR YARD	43.99
21	011701710		136903	11/24/2020	CHALL REMODEL SCREWS	44.20

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21	011701740	GRANT'S TRUE VALUE HARDWARE...	136903	11/24/2020	SMALL TOOLS	51.22
21	011701710		136957	12/8/2020	CHRISTMAS TREE SUP	58.10
						\$239.08
21	063003020	HUNTINGTON CULINARY	136904	11/24/2020	10/20-10/22 FRZN MEAL	295.00
21	063003020		136904	11/24/2020	11/9-11/13 FRZN MEAL	395.30
21	063003020		136904	11/24/2020	10/27-10/30 FRZN MEAL	413.00
21	063003020		136904	11/24/2020	11/3-11/6 FRZN MEAL	454.30
21	063003010		136904	11/24/2020	10/20-10/22 FRZN MEAL	4,510.31
21	063003010		136904	11/24/2020	10/27-10/30 FRZN MEAL	6,387.35
21	063003010		136904	11/24/2020	11/3-11/6 FRZN MEAL	6,426.12
21	063003010		136904	11/24/2020	11/9-11/13 FRZN MEAL	6,586.49
						\$25,467.87
21	011701710	INDUSTRIAL PIPE & STEEL	136958	12/8/2020	CHRISTMAS TREE PARTS	28.60
						\$28.60
21	011001020	IRMA S. PENICHE	136920	11/24/2020	IPHONE 11-RENEE R#502	60.00
						\$60.00
21	011701770	JCB FINANCE, PROG. BANK OF THE WES	136905	11/24/2020	NOV'20 TRACTOR LEASE	1,864.14
						\$1,864.14
21	689009000	JCL TRAFFIC SERVICES	136906	11/24/2020	ORANGE CONES #411	1,514.06
						\$1,514.06
21	011701475	JOHN L. HUNTER AND ASSOCIATES, INC.	136907	11/24/2020	AUG'20 INDUST WASTE	1,537.50
21	011701475		136907	11/24/2020	SEPT'20 INDUST WASTE	1,690.00
21	011701475		136907	11/24/2020	SEPT'20 NPDES	1,903.75
21	011701475		136907	11/24/2020	AUG'20 NPDES	2,202.50
21	011701475		136907	11/24/2020	JUL'20 INDUST WASTE	2,285.00
21	011701475		136907	11/24/2020	JUL'20 NPDES	3,335.00
						\$12,953.75
21	011301310	L.A. COUNTY AUDITOR CONTROLLER	136908	11/24/2020	HISTOR REMIT ADVICES	89.40
						\$89.40
21	448008010	L.A. COUNTY MTA AUTHORITY	136909	11/24/2020	NOV'20 METRO 30DAY SR	40.00
						\$40.00
21	011101110	L.A. COUNTY SHERIFFS DEPT.	136910	11/24/2020	OCT'20 LAW ENFORCEMNT	387.50
21	011101110		136910	11/24/2020	SEP'20 LAW ENFORCEMNT	387.50
21	011101110		136910	11/24/2020	SEP'20 LAW ENFORCEMNT	16,768.33
21	011101110		136910	11/24/2020	OCT'20 LAW ENFORCEMNT	16,768.33
21	011101110		136910	11/24/2020	OCT'20 LAW ENFORCEMNT	45,644.86
21	011101110		136910	11/24/2020	SEP'20 LAW ENFORCEMNT	45,644.86
21	011101110		136910	11/24/2020	SEP'20 LAW ENFORCEMNT	398,184.96
21	011101110		136910	11/24/2020	OCT'20 LAW ENFORCEMNT	398,184.96
						\$921,971.30
21	011401410	LARRY RODRIGUEZ	136924	11/24/2020	OCT'20 PLAN COM MTG	150.00
						\$150.00
21	011701710	LBC LIGHTING	136911	11/24/2020	CHALL GARAGE LIGHTS	219.84

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21	011701720	LBC LIGHTING...	136960	12/8/2020	LIGHTS RPLC YARD	76.89
						\$296.73
21	011401440	MAIQUES INSPECTION SERVICE	136961	12/8/2020	11/2-11/29 INSPEC SVC	5,476.86
						\$5,476.86
21	011701020	MARLO MORENO-MENDIVIL	136914	11/24/2020	FY20/21 BOOT ALLOWANC	132.29
						\$132.29
21	011201210	MCADIRECT	136912	11/24/2020	PERMANENT PAPER	126.09
						\$126.09
21	011401440	MCMASTER-CARR SUPPLY CO.	136913	11/24/2020	COUNTER STOOL	157.32
21	011601670		136913	11/24/2020	MVD PAD LOCKS	157.40
21	011601610		136913	11/24/2020	FUSES FOR CCTR	44.82
21	011701710		136913	11/24/2020	PROTECT GLASS#502CHAL	482.29
						\$841.83
21	011301310	MICHELLE TANG	136863	11/4/2020	REIMB. DEFERRED COMP	150.00
						\$150.00
21	397007070	MOBILE MANAGEMENT SERVICES INC	136859	11/4/2020	RENT ASST#2 MENDOZA	2,000.00
						\$2,000.00
21	011201210	MUNICIPAL CODE CORPORATION	136962	12/8/2020	MUNI CODE SUPPLEMENTS	487.52
						\$487.52
21	011701770	NAPAAUTO PARTS	136915	11/24/2020	OIL FILTER	7.92
21	011701770		136915	11/24/2020	AIR/HYDRAULIC FILTER	161.72
21	011701770		136915	11/24/2020	WELDER SVC/RPLC FILTE	75.89
						\$245.53
21	05	NATIONWIDE RETIREMENT SOLUTIONS	136866	11/5/2020	PPE 10/31/20	5,645.50
21	05		136916	11/24/2020	PPE 11/14/20	5,620.50
						\$11,266.00
21	011301310	OFFICE DEPOT	136917	11/24/2020	CREDIT FIN OFFICE SUP	-5.71
21	011301310		136917	11/24/2020	OFFICE SUPPLIES	19.87
21	011701710		136917	11/24/2020	OFFICE SUPPLIES	53.61
21	011301310		136917	11/24/2020	FINANCE OFFICE SUP	55.84
21	011001020		136917	11/24/2020	OFFICE SUPPLIES	116.50
21	011001050		136963	12/8/2020	FILE HOLDER	15.83
21	011001050		136963	12/8/2020	PENS & PEN HOLDERS	58.56
						\$314.50
21	011701020	OFFICETEAM	136918	11/24/2020	PPE 11/13 PW ANALYST	1,377.00
21	011701020		136918	11/24/2020	PPE 10/30 PW ANALYST	1,377.00
						\$2,754.00
21	011407020	PHOENIX GROUP INFORMATION SYSTEM	136964	12/8/2020	OCT'20 ADMIN SVCS	1,891.35
21	011401100		136964	12/8/2020	OCT'20 PSO CITES	7,052.89
						\$8,944.24
21	011511542	PRO BOXING EQUIPMENT	136921	11/24/2020	BOXING RING ROPES	391.28
						\$391.28

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21	011701710	QUADIENT LEASING USA, INC.	136872	11/17/2020	POSTAGE FOR METER	1,846.30
						\$1,846.30
21	011601620	QUENCH USA, INC.	136965	12/8/2020	DEC'20 H2O SYS SCTR	55.32
						\$55.32
21	011701020	RED DOT UNIFORMS	136922	11/24/2020	FY20/21 PW UNIFORMS	6,182.15
21	011501530		136966	12/8/2020	REC. STAFF UNIFORMS	61.96
21	448008010		136966	12/8/2020	PROP A DRIVER UNIFORM	355.89
						\$6,600.00
21	011701720	RESPOND SYSTEMS	136923	11/24/2020	FIRST AID SUPPLIES	356.51
21	011601620		136967	12/8/2020	FIRST AID SUP SCTR	28.44
21	011701720		136967	12/8/2020	HAND SANITIZER #502	1,772.91
21	011601610		136967	12/8/2020	FIRST AID SUP CCTR	86.57
21	011601670		136967	12/8/2020	FIRST AID SUP MVD	89.23
21	011701710		136967	12/8/2020	FIRST AID SUPPLIES	412.62
						\$2,746.28
21	011701750	SAKAIDA NURSERY	136925	11/24/2020	FIRE STATION TREES	422.40
21	011601620		136925	11/24/2020	LANDSCAPE IMPROV SCTR	543.40
						\$965.80
21	011701730	SAN GABRIEL VALLEY WATER	136860	11/4/2020	9/16-10/15 2004 ROSEM	22.10
21	011701730		136860	11/4/2020	9/15-10/14 MERCED/S.A	56.67
21	011701730		136860	11/4/2020	9/15-10/14 10452 RUSH	82.51
21	011701730		136860	11/4/2020	9/15-10/14 2022 CENTR	90.48
21	011701730		136860	11/4/2020	9/15-10/14 1707 MERCE	109.53
21	011701730		136860	11/4/2020	9/16-10/15 2218 ROSEM	110.50
21	011701730		136860	11/4/2020	9/17-10/16 2464 ROSEM	111.79
21	011701730		136860	11/4/2020	9/17-10/16 2620 ROSEM	115.77
21	011701730		136860	11/4/2020	9/15-10/14 NE MERCED	125.14
21	011701720		136860	11/4/2020	9/15-10/14 1900 CENTR	138.31
21	011701730		136860	11/4/2020	9/15-10/14 1652 TYLER	145.07
21	011601660		136860	11/4/2020	9/15-10/14 LERMA/MILL	178.75
21	011601670		136860	11/4/2020	9/15-10/14 1819 CENTR	182.73
21	011601670		136860	11/4/2020	9/15-10/14 1819 MERCE	202.09
21	011601610		136860	11/4/2020	9/15-10/14 1530 CENTR	230.57
21	011601620		136860	11/4/2020	9/15-10/14 1556 CENTR	242.53
21	011701710		136860	11/4/2020	9/15-10/14 1415 SANTA	270.43
21	011601630		136860	11/4/2020	9/15-10/14 1824 CENTR	326.24
21	011601640		136860	11/4/2020	9/15-10/14 1500 CENTR	1,346.72
21	011601620		136873	11/17/2020	9/25-10/26 1556 CENTR	33.95
21	011701730		136873	11/17/2020	9/25-10/26 1341 SANTA	41.30
21	011601610		136873	11/17/2020	9/25-10/26 1530 CENTR	91.40
21	011601640		136873	11/17/2020	9/25-10/26 1500 CENTR	765.52
21	011601660		136873	11/17/2020	9/25-10/26 1402 LERMA	2,587.95
21	011601650		136926	11/24/2020	9/25-10/26 1450 LIDCO	215.22
21	011701710		136926	11/24/2020	11/1-12/1 1415 SANTA	64.59
21	011701720		136926	11/24/2020	11/1-12/1 1900 CENTRA	96.89
21	011701710		136926	11/24/2020	9/25-10/26 1415 SANTA	98.63

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21	011601650	SAN GABRIEL VALLEY WATER...	136926	11/24/2020	9/25-10/26 1450 LIDCO	5,156.93
21	011701730		136946	11/30/2020	10/14-11/12 NW MERCED	71.79
21	011701730		136946	11/30/2020	10/14-11/12 10452 RUS	72.81
21	011701730		136946	11/30/2020	10/14-11/12 1707 MERC	82.99
21	011701730		136946	11/30/2020	10/14-11/12 2022 CNTR	100.14
21	011701730		136946	11/30/2020	10/14-11/12 2000 SANT	104.04
21	011701730		136946	11/30/2020	10/16-11/16 2464 RSMD	122.19
21	011701730		136946	11/30/2020	10/16-11/16 2620 RSMD	122.19
21	011701720		136946	11/30/2020	10/14-11/12 1900 CNTR	127.47
21	011701730		136946	11/30/2020	10/14-11/12 NE MERCED	137.81
21	011701730		136946	11/30/2020	10/14-11/12 1652 TYLE	145.62
21	011701730		136946	11/30/2020	10/14-11/12 1819 MERC	146.99
21	011601660		136946	11/30/2020	10/14-11/12 LERMA/MIL	195.56
21	011601670		136946	11/30/2020	10/14-11/12 1819 CNTR	207.27
21	011701710		136946	11/30/2020	10/14-11/12 1415 SANT	265.83
21	011601620		136946	11/30/2020	10/14-11/12 1556 CNTR	269.73
21	011601610		136946	11/30/2020	10/14-11/12 1530 CNTR	273.63
21	011601630		136946	11/30/2020	10/14-11/12 1824 CNTR	332.19
21	011601640		136946	11/30/2020	10/14-11/12 1500 CNTR	1,936.67
						\$17,955.23
21	011301310	SECTRAN SECURITY INC.	136927	11/24/2020	NOV'20 ARMORED SVCS	139.53
						\$139.53
21	011701760	SOUTHEAST CONSTRUCTION PRODUCT	136929	11/24/2020	SIDEWALK REPAIRS	112.57
21	011701760		136968	12/8/2020	SAND FOR STORM	63.80
21	011701750		136968	12/8/2020	SUPPLIES FOR MEDIANS	100.82
21	011701760		136968	12/8/2020	GRAFFTI MTNC	140.80
21	011701750		136968	12/8/2020	CIRCULAR SAW	215.38
						\$633.37
21	011101100	SPARKLETTS	136930	11/24/2020	OCT'20 WATER P-SFTY	25.84
21	011407020		136930	11/24/2020	OCT'20 WATER CODE	25.84
21	011401100		136930	11/24/2020	SEP'20 WATER P-SFTY	46.82
21	011407020		136930	11/24/2020	SEP'20 WATER CODE	46.82
						\$145.32
21	011501530	SPRINT	136931	11/24/2020	10/12-11/11 CELLPHONE	112.10
21	011001020		136931	11/24/2020	10/12-11/11 CELLPHONE	48.38
21	011001040		136931	11/24/2020	10/12-11/11 CELLPHONE	58.19
21	011401440		136931	11/24/2020	10/12-11/11 CELLPHONE	133.22
21	011501540		136931	11/24/2020	10/12-11/11 CELLPHONE	144.74
21	011401100		136931	11/24/2020	10/12-11/11 CELLPHONE	201.09
21	011701750		136931	11/24/2020	10/12-11/11 CELLPHONE	248.13
21	011101110		136931	11/24/2020	10/12-11/11 CELLPHONE	264.56
21	448008010		136931	11/24/2020	10/12-11/11 CELLPHONE	519.55
21	011701740		136931	11/24/2020	10/12-11/11 CELLPHONE	42.00
						\$1,771.96
21	011701760	ST. FRANCIS ELECTRIC, LLC	136932	11/24/2020	OCT'20 SIGNAL MTNC	822.75
21	011701760		136932	11/24/2020	OCT'20 TRAFF SIG RESP	1,185.00

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						\$2,007.75
21	05	STANDARD INSURANCE	136861	11/4/2020	NOV'20 LIFE & AD&D	1,118.47
						\$1,118.47
21	05	STANDARD INSURANCE D2	136862	11/4/2020	OCT'20 DENTAL INSUR	5,453.72
						\$5,453.72
21	011701760	SUNBELT RENTALS, INC.	136933	11/24/2020	CONCRETE MIXER RENTAL	470.24
21	011701760		136933	11/24/2020	CONCRETE MIXER RENTAL	97.94
						\$568.18
21	011401100	SUPERIOR COURT OF CA, COUNTY OF L	136934	11/24/2020	SEPT'20 CITATION PROC	7,380.00
21	011401100		136969	12/8/2020	OCT'20 CITATION PROCS	8,027.00
						\$15,407.00
21	011501530	SUPERIOR WAREHOUSE GROCERS	136935	11/24/2020	BASIC FOOD SENIOR#502	35.73
21	011001040		136935	11/24/2020	HALLOWEEN CANDY	35.94
21	011501530		136935	11/24/2020	BREAD CAR BINGO EVENT	13.47
						\$85.14
21	011701710	THE GAS COMPANY	136874	11/17/2020	9/29-10/29 1415 SANTA	126.87
21	011601640		136947	11/30/2020	10/14-11/16 1500 CNTR	30.25
21	011601650		136947	11/30/2020	10/14-11/16 1450 LIDC	55.87
21	011601630		136947	11/30/2020	10/14-11/16 1824 CNTR	87.32
21	011701720		136947	11/30/2020	10/14-11/16 1900 CNTR	111.77
21	011601610		136947	11/30/2020	10/14-11/16 1530 CNTR	142.06
21	011601620		136947	11/30/2020	10/14-11/16 1556 CNTR	331.71
						\$885.85
21	011601640	THE ILLINI COMPANIES, INC	136895	11/24/2020	10/14,10/27 CHEM DEL	44.02
21	011601640		136895	11/24/2020	10/29 CHEMICALS DEL	116.58
21	011601640		136895	11/24/2020	OCT'20 POOL MTNC	1,775.00
21	011601640		136952	12/8/2020	11/18 CHEMICAL DELIVE	141.62
						\$2,077.22
21	011001040	THE SAUCE CREATIVE SERVICES CORP.	136936	11/24/2020	NOV'20 NEWSLETTER	4,812.05
21	011001040		136970	12/8/2020	DEC'20 NEWSLETTER	4,812.05
						\$9,624.10
21	011701710	TIME WARNER CABLE	136937	11/24/2020	11/16-12/15 CABLE SVC	279.99
						\$279.99
21	011001050	TIMOTHY CANDELARIA	136891	11/24/2020	LIVE SCAN REIMBURSE	20.00
						\$20.00
21	389009000	TKE ENGINEERING , INC	136938	11/24/2020	JAN-APR'20 DESIGN#293	260.75
21	409009000		136938	11/24/2020	JAN-APR'20 DESIGN#293	2,346.75
						\$2,607.50
21	011701105	TRANSTECH ENGINEERING, INC.	136867	11/5/2020	ADMIN/HSIP(020) 8 HRS	1,200.00
21	689009000		136939	11/24/2020	LMS TECH SUPPORT#410	1,128.00
21	011401440		136939	11/24/2020	AUG'20 BLDG PLAN CK	10,178.12
21	011401440		136971	12/8/2020	JUL'20 PLAN CK FEES	17,315.43

City of South El Monte
Warrant Register
Council Meeting of 12/08/2020

Date: 12/2/2020

Time: 10:10AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$29,821.55
21	011301310	TRUSAIC	136899	11/24/2020	NOV'20 ACA MONTHLY	1,000.00
						\$1,000.00
21	011001010507	VFW POST 10218 GREATER EL MONTE	136864	11/4/2020	10/27MTG-TRAVEL-OLMOS	300.00
21	011001010509		136864	11/4/2020	10/27MTG-TRAVEL-RETAM	300.00
21	011001010510		136864	11/4/2020	10/27MTG-TRAVEL-ACOST	300.00
21	011001010508		136864	11/4/2020	10/27MTG-TRAVEL-ANGEL	300.00
21	011001010505		136864	11/4/2020	10/27MTG-TRAVEL-DELGA	300.00
21	011001040		136864	11/4/2020	10/27 MTG-DONATION	500.00
						\$2,000.00
21	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	136940	11/24/2020	NOV'20 H2O TREATMENT	200.00
						\$200.00
21	011701740	WAXIE SANITARY SUPPLY	136941	11/24/2020	JANITORIAL SUPPLIES	72.53
21	011701740		136941	11/24/2020	JANITORIAL SUPPLIES	73.38
21	011701020		136972	12/8/2020	LATEX GLOVES #502	441.82
						\$587.73
21	011701760	WEST COAST ARBORISTS, INC	136942	11/24/2020	OCT'20 TREE TRIM	4,537.00
21	011701750		136942	11/24/2020	OCT'20 NTP TREE TRIM	14,770.00
						\$19,307.00
21	011601650	WHITTIER FERTILIZER	136943	11/24/2020	NTP MULCH	97.02
21	011701750		136943	11/24/2020	BRUIN ST MULCH	109.50
21	011701760		136943	11/24/2020	FIRE STATION CHIP	298.78
21	011601620		136943	11/24/2020	GORILLA HAIR/SCTR	449.32
						\$954.62
21	011701770	ZOOM AUTO PARTS, INC	136944	11/24/2020	REPLACED 4 TIRES #15	760.00
						\$760.00
21	011701760	ZUMAR	136973	12/8/2020	DATE STICKERS ST.SIGN	867.42
						\$867.42

Report Total 1,436,534.65


 City Manager
 For Rachel



City Council Agenda Report

**Agenda
Item No.
11.c.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION OF RESOLUTION 20-126,
AUTHORIZING THE CITY MANAGER TO USE MEASURE
M FUNDS AS A MATCH OF \$38,000 AS REQUIRED FOR
THE AWARDED GRANT CONTRACT WITH CALTRANS
FOR FISCAL YEAR (FY) 2020-21 CALTRANS
SUSTAINABLE TRANSPORTATION PLANNING,
SUSTAINABLE COMMUNITIES GRANT

SUMMARY: The City has been notified that a Caltrans Planning grant in the amount of \$301,002 has been awarded to the City for the Rosemead Boulevard Corridor Enhancement Plan that requires a City match of funds in the amount of \$38,998. These funds will be allocated from Measure M local return funds.

RECOMMENDATION: Staff recommends City Council adopt Resolution 20-126, authorizing the City Manager to use Measure M funds as a match resource in the amount of \$38,000 as required for the awarded grant contract with Caltrans for fiscal year (FY) 2020-21 Caltrans Sustainable Transportation Planning, Sustainable Communities Grant

FISCAL IMPACT: At this time there is no fiscal impact to the City's General Fund. The \$38,998 City match will be allocated from Measure M local return dollars.

DISCUSSION: On October 17th, 2019, the City submitted a Caltrans Planning grant application for the Rosemead Boulevard Corridor Enhancement Plan. In July of 2020, Caltrans notified the City that \$301,002 was recommended to be awarded for the Rosemead Boulevard Corridor Enhancement Plan. On September 8th, 2020, the City Council authorized the City Manager to enter into a grant contract with Caltrans for this

grant. The City has been notified the grant has been awarded. City staff requires authorization to allocate Measure M grant funds in the amount of \$38,998 in order to comply with the Caltrans Contract.

These funds are for local and regional multi-modal transportation and land use planning projects that further the region's sustainable communities strategies where applicable, contribute to the State's greenhouse gas reduction targets, and assist in achieving Caltrans' mission and grant program objectives. Staff identified the Rosemead Blvd. Corridor as an eligible planning project that would address a multi-modal transportation system, improve public health, social equity, environmental justice and landscaped green space. The project will examine traffic calming strategies including protected bike lanes, improved pedestrian cross walks and ADA sidewalk improvements.

ATTACHMENTS:

[Attachment A - Resolution No. 20-126](#)

[Attachment B - Rosemead Corridor Enhancement Contract](#)

Attachment A

RESOLUTION NO. 20-126

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO USE MEASURE M FUNDS IN
THE AMOUNT OF \$38,998 IN ORDER TO COMPLY WITH THE CALTRANS
CONTRACT FOR FISCAL YEAR (FY) 2020-21 CALTRANS SUSTAINABLE
TRANSPORTATION PLANNING, SUSTAINABLE COMMUNITIES GRANT

WHEREAS, the California Department of Transportation (Caltrans) has awarded the grant
for the Transportation Planning Grant cycle for fiscal year 2020-21; and

WHEREAS, the grant award of \$301,002 requires a local match of \$38,998; and

WHEREAS, the City Council authorize the City Manager to allocate Measure M funds in
the amount of \$38,998 in order to comply with the Caltrans contract, conduct all
negotiations, execute and submit all documents which may be necessary for the
completion of the grant.

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

SECTION 1: The City of South El Monte hereby authorize the City Manager to allocate
the expenditures of matching funds not to exceed \$38,998 from Measure M funds as required per
the grant.

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

PASSED, APPROVED, and ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing
Resolution, being Resolution No. 20-126, was adopted by the City Council of the City of South El
Monte at a regular meeting of said Council held on the 8th day of December, 2020 and that said
Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

**Sustainable Communities Grants
(State-SB 1)
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of South El Monte**, hereinafter referred to as **AGENCY**, will commence on **December 15, 2020**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of Notice to Proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2023**.

Recitals

1. Under this RGA, and pursuant to Budget Act Line Item 2660-102-3290, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'** budget and (b) for the purpose of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.
2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution, **Attachment I**, Scope of Work and Project timeline, **Attachment II**, and the applicable Grant Application Guide, **Attachment III**, and funds may only be used for costs and expenses that are directly related to such purpose.

4. **AGENCY** shall perform all the duties and obligations described in the Rosemead Corridor Enhancement Plan, hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide, **Attachment III**.

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Road Maintenance and Rehabilitation Account (RMRA)	State (SB 1)	\$301,002.00
Local Match	Agency Provided	\$38,998.00
	Total Project Costs	\$340,000.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Colby Cataldi.
- b. **CALTRANS'** Contract Manager is Benjamin Medina. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of South El Monte

Attention: Colby Cataldi, Grantee Project Manager
Phone Number: (626) 579-6540 ext 3218
Email: ccataldi@soelmonte.org
1415 North Santa Anita Avenue
South El Monte, CA 91733

California Department of Transportation (Caltrans)

District 7, Planning
Attention: Benjamin Medina, Contract Manager
Phone Number: (213) 310-2804
Email: benjamin.medina@dot.ca.gov
100 South Main Street, MS-16
Los Angeles, CA 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **December 15, 2020**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2023**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This RGA may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$301,002.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA.

Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the US Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect the reduced amount.

15. Payment and Invoicing

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 17d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of the Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>. Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work

- 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
 - g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
 - h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Paragraph 7**, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the applicable Grant Application Guide (**Attachment III**) and have been identified in **Section III, Paragraph 7**.

17. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for Paragraph 17c, above**.

18. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

19. Americans with Disabilities Act

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC 12101 et seq.).

20. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason

of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

21. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

22. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its

subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

23. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and

efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:

- 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
- 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
- 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
- 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

24. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the State Contracting Manual (SCM), Chapter 5, and Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this **Paragraph 25, Third Party Contracts**. The SCM can be found at the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>. The LAPM can be found on the following link: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.
- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before

AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15e(4), above**.

- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

25. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

26. Relationship of Parties

It is expressly understood that this RGA is an agreement executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than specified in **Paragraph 25, above**.

27. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable

electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the RGA.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

28. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, the **AGENCY's** indemnification obligations contained elsewhere in this RGA, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, subrecipients, contractors, and subcontractors, contractors and subcontractors' employees, and any other person, firm, or corporation, furnishing or supplying work services, materials, or supplies, in connection with the performance of this RGA, to any and all environmental health hazards, local and otherwise, in connection with the performance of this RGA. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, subrecipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this RGA. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, sub-recipients, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this

paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents, and/or employees.

29. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the Contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans Contract Manager.

30. Project Close Out/Final Product

- a. **AGENCY** will provide an ADA accessible electronic version of the Final Product(s) to the **CALTRANS** Contract Manager. The Final Product shall credit the Caltrans Sustainable Transportation Planning Grant Program's financial participation on the cover or title page.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

31. Ownership of Proprietary Property

a. Definitions

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's** contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

- 1) **Copyright Ownership of Work Product**: Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was

produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **Inventions**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.
- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's,

and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. Additional Provisions

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** shall then immediately notify the Department in writing.

e. Ownership of Data

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses

arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.

- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA, shall contain all of the provisions of this clause.

32. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

Section IV

Attachments:

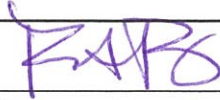
The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline
- III. Grant Application Guide

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SOUTH EL MONTE

By: _____	By: <u></u>
Printed Name: _____	Printed Name: <u>Rachel Barbosa</u>
Title: _____	Title: <u>City Manager</u>
Date: _____	Date: <u>12/1/2020</u>
_____	By: _____
_____	Printed Name: _____
_____	Title: _____
_____	Date: _____
_____	By: _____
_____	Printed Name: _____
_____	Title: _____
_____	Date: _____

Attachment II

COPY
RESOLUTION NO. 20-97

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT
CONTRACT WITH CALTRANS FOR THE FISCAL YEAR (FY) 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT FOR
THE ROSEMEAD CORRIDOR ENHANCEMENT PLAN

WHEREAS, on October 17th, 2019, the City submitted a Caltrans Sustainable Transportation Planning, Sustainable Communities 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, one of the grant conditions requires that the local agency approve a resolution within the past year that identifies the job title of the City employee authorized to enter into a contract with Caltrans for this grant; and

WHEREAS, the City has chosen the City Manager as the signatory on this Caltrans grant agreement; and

WHEREAS, the City Council now wishes to authorize the City Manager to enter into an agreement with Caltrans for the FY 2020-21 Caltrans Sustainable Transportation Planning Grant.

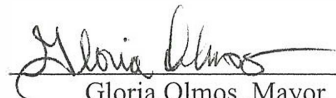
NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby accepts the conditional award letter received on June 18, 2020.

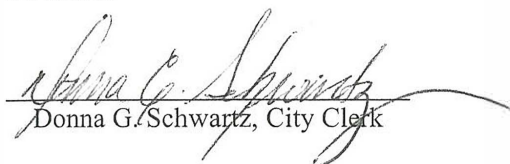
SECTION 2: The City Council hereby authorizes the City Manager to enter in a contract with Caltrans for Fiscal Year 2020-21 Caltrans Sustainable Transportation Planning Grant to fund the Rosemead Corridor Enhancement Plan Project, subject to approval as to form by the City Attorney.

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

PASSED, APPROVED AND ADOPTED this 8th day of September 2020.


Gloria Olmos, Mayor

ATTEST:

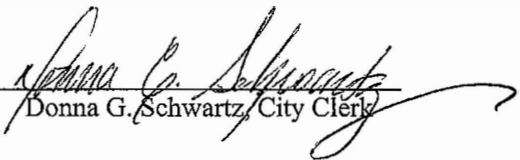

Donna G. Schwartz, City Clerk

Attachment II

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-97 was passed and approved by the City Council of the City of South El Monte, at an adjourned regular meeting of said Council held on the 8th day of September, 2020 and that said Resolution was adopted by the following vote:

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


Donna G. Schwartz, City Clerk

Attachment II



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

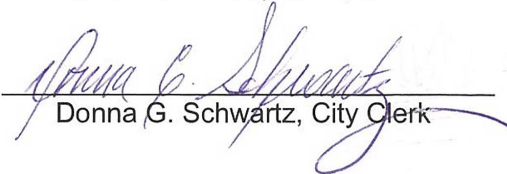


CERTIFICATION OF A TRUE AND CORRECT COPY

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

I, Donna G. Schwartz, City Clerk, certify and declare under penalty of perjury under the laws of the State of California that the foregoing Resolution No. 20-97 is a true and correct copy of the original located in the City Clerk's Office at 1415 Santa Anita Avenue, South El Monte, California.

Executed, this 11th day of September 2020


Donna G. Schwartz, City Clerk

Attachment II

Scope of Work

Grantee: City of South El Monte

Project Title: Rosemead Boulevard Corridor Enhancement Plan

Introduction

The Rosemead Boulevard Corridor Enhancement Plan 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.

Responsible Parties

The City of South El Monte, with the assistance of a qualified consultant, will work to complete the project. The City has not yet identified a consultant to assist with this project. The City will use State-approved procurement procedures through a competitive RFP process for the selection of a consulting firm. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

Overall Project Objectives

- Increase the safety and accessibility of pedestrian and bicycle facilities along the Rosemead Boulevard corridor
- Add and improve bikeways along Rosemead Boulevard
- Improve bike, pedestrian, and public transit connectivity for residents of nearby apartments and homes
- Develop necessary strategies and planning documents designed to further City-wide transportation goals within the project area
- Improve public health, housing quality, environmental justice, and economic security in the City of South El Monte, particularly for residents in the communities surrounding the important Rosemead Boulevard corridor
- Thoroughly engage the public, particularly disadvantaged communities who would most benefit from the project, during the planning process.

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- Identify the detailed needs of stakeholders including residents and commercial property owners along Rosemead Boulevard
- Develop a Rosemead Boulevard Corridor Enhancement Study that will be used to shape future capital improvements along Rosemead Boulevard

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. Meeting summary will be documented.

Responsible Party: City of South El Monte

Task 1.2: Consultant Selection Process

- Complete RFP process for selection of a consultant using State-approved procurement procedures

Responsible Party: City of South El Monte

Task 1.3: Identify Existing Conditions

- 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.
- Inventory and evaluate existing bicycle and pedestrian facilities along Rosemead Boulevard and nearby apartments and homes.
- Study the physical and functional conditions of the existing transportation infrastructure and study where planning and infrastructure gaps exist along Rosemead Boulevard

Responsible Party: Consultant

Task #	Deliverable
1.1	Meeting notes
1.2	Copy of procurement procedures and executed Consultant contract
1.3	Identify Existing Conditions

2. Public Outreach

Note: 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.

Attachment II

Task 2.1: Develop a Comprehensive Stakeholder Engagement Plan

- The City of South El Monte and the Consultant will 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 City and consultant will 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

Responsible Party: City of South El Monte and Consultant

Task 2.2: Door-to-Door Outreach

- The 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. However, due to ongoing pandemic and social distancing concerns, the Consultant may be required by the City to conduct all outreach via email or web-base surveys.

Responsible Party: Consultant

Task 2.3: Workshop #1

- 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. However, due to 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.

Responsible Party: Consultant

Task 2.4: Community Workshop #2

- This interactive workshop 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. However, due to 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.

Responsible Party: Consultant

Attachment II

Task 2.5: Community Workshop #3

- Present Draft Corridor Enhancement Plan and continue to solicit feedback for public comment to shape Task 3.6, Finalize Corridor Enhancement Plan. However, due to 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.

Responsible Party: Consultant

Task #	Deliverable
2.1	Copy of Stakeholder Engagement Plan
2.2	List of businesses visited and summary of comments collected
2.3	PowerPoint presentation, workshop summary, photos
2.4	PowerPoint presentation, workshop summary, photos
2.5	PowerPoint presentation, workshop summary, photos

3. Corridor Enhancement Plan Development

Task 3.1: Develop 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), a draft corridor enhancement concept will be developed. 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. The City and consultant will 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.

Responsible Party: City of South El Monte & Consultant

Task 3.2: Develop Conceptual Design Alternatives

- Multiple corridor enhancement conceptual design alternatives will be developed. Illustrations will be made in plan-view, as street cross-sections, and sketches. These alternatives will be presented at Community Workshop #2 (Task 2.4).

Responsible Party: Consultant

Task 3.3: Draft Corridor Enhancement Plan

- Based on the preferred design alternatives chosen in Workshop #2, the consultant will prepare a draft Corridor Enhancement Plan. The plan will be made available

Attachment II

for public comment and presented to the public for feedback at Workshop #3 (Task 2.5).

Responsible Party: Consultant

Task 3.4: Identify Potential Funding Sources

- Review and identify potential funding sources for future implementation of the preferred alternative

Responsible Party: Consultant

Task 3.5: Planning Commission Meeting

- The City and the Consultant shall present the draft Corridor Enhancement Plan and recommendations for review and approval. During this session, Staff and the Consultant will solicit feedback, respond to any questions, and resolve any critical issues. Consultant to prepare staff report for this meeting.

Responsible Party: City and Consultant

Task 3.6: Finalize Corridor Enhancement Plan

- Based on feedback collected during the public comment period, Workshop #2, and the Planning Commission Meeting, the Consultant will complete the final Corridor Enhancement Plan. An accessible electronic copy of the final plan will be submitted to Caltrans for review. The final report shall credit the FTA, FHWA, and Caltrans' financial contribution on the cover or title page.

Responsible Party: Consultant

Task 3.7: Present Plan to City Council

- The City and the Consultant 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 to prepare staff report for this meeting.

Responsible Party: City of South El Monte and Consultant

Task #	Deliverable
3.1	Sketches, illustrations
3.2	Sketches, illustrations
3.3	Draft Plan
3.4	Funding Source Report
3.5	Staff Report, PowerPoint presentation, Meeting Summary, Photos

Attachment II

3.6	Final Plan
3.7	Staff Report, PowerPoint presentation, meeting notes

4. Fiscal Management

Task 4.1: Invoicing

- Submit complete invoice packages to Caltrans district staff based on milestone completion – at least quarterly, but no more frequently than monthly

Responsible Party: City of South El Monte

Task 4.2: Quarterly Reports

- 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.

Responsible Party: City of South El Monte

Task #	Deliverable
4.1	Invoice packages
4.2	Quarterly reports

California Department of Transportation
Transportation Planning Grants
Fiscal Year 2020-21

Project Timeline

Grantee: City of South El Monte							Project Title: Rosemead Corridor Enhancement Plan																																					
		Fund Source					Fiscal Year 2020/21												FY 2021/22												FY 2022/23													
Task Number		Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	Deliverables	
1	Project Launch																																											
1.1	Project Kick-Off Meeting	City of South El Monte	\$1,000.00	\$885.30	\$114.70	\$0.00						x																														Meeting notes		
1.2	Consultant Selection Process	City of South El Monte	\$10,000.00	\$8,853.00	\$1,147.00	\$0.00						x	x																														Copy of procurement procedures and executed consultant contract	
1.3	Identify Existing Conditions	Consultant	\$25,000.00	\$22,132.50	\$2,867.50	\$0.00						x	x																														Existing Conditions report	
2	Public Outreach																																											
2.1	Develop Stakeholder Engagement Plan	City and Consultant	\$26,000.00	\$23,017.80	\$2,982.20	\$0.00						x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	Copy of Stakeholder Engagement Plan	
2.2	Door-to-door outreach	Consultant	\$30,000.00	\$26,559.00	\$3,441.00	\$0.00									x																												List of businesses visited and summary of comments collected	
2.3	Community Workshop #1	Consultant	\$25,000.00	\$22,132.50	\$2,867.50	\$0.00								x																													Powerpoint presentation, workshop summary, photos	
2.4	Community Workshop #2	Consultant	\$25,000.00	\$22,132.50	\$2,867.50	\$0.00														x																							Powerpoint presentation, workshop summary, photos	
2.5	Community Workshop #3	Consultant	\$25,000.00	\$22,132.50	\$2,867.50	\$0.00															x																						summary, photos	
3	Corridor Enhancement Plan Development																																											
3.1	Develop Corridor Enhancment Concept	City & Consultant	\$30,000.00	\$26,559.00	\$3,441.00	\$0.00						x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	Sketches, illustrations		
3.2	Develop Conceptual Design Alternatives	Consultant	\$30,000.00	\$26,559.00	\$3,441.00	\$0.00														x	x	x																					Sketches, illustrations	
3.3	Draft Corridor Enhancement Plan	Consultant	\$30,000.00	\$26,559.00	\$3,441.00	\$0.00																		x	x	x	x																Draft Plan	
3.4	Identify Potential Funding Sources	Consultant	\$5,000.00	\$4,426.50	\$573.50	\$0.00																				x																	Funding Sources Report	
3.5	Planning Commission Meeting	City and Consultant	\$5,000.00	\$4,426.50	\$573.50	\$0.00																																				Staff Report, Powerpoint presentation, meeting summary, photos		
3.6	Finalize Corridor Enhancement Plan	Consultant	\$45,000.00	\$39,838.50	\$5,161.50	\$0.00																																					Final Plan	
3.7	Present Plan to City Council	City and Consultant	\$5,000.00	\$4,426.50	\$573.50	\$0.00																																					Staff report, Powerpoint presentation, meeting notes	
4	Fiscal Management																																											
4.1	Invoicing	City of South El Monte	\$12,000.00	\$10,623.60	\$1,376.40	\$0.00							x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	Invoice packages		
4.2	Quarterly Reports	City of South El Monte	\$11,000.00	\$9,738.30	\$1,261.70	\$0.00							x			x				x					x																		Quarterly reports	
	TOTALS		\$340,000.00	\$301,002.00	\$38,998.00	\$0.00																																						

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities.
Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: _____%

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.



California Department of Transportation
Division of Transportation Planning

Sustainable Transportation Planning Grant Program

Fiscal Year 2020-21

GRANT APPLICATION GUIDE

Sustainable Communities and
Strategic Partnerships

Grant Application Deadline

Friday, October 11, 2019 at 5:00 P.M.

Submit Applications to: Regional.Planning.Grants@dot.ca.gov



Attachment III

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Updated August 16, 2019

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Sustainable Transportation Planning Grant Program Overview

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017, a transportation funding bill that will provide a reliable source of funds to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for the Fiscal Year (FY) 2020-21 grant cycle. The SB 1 grant funding is intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. Sustainable Communities Grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits.

Sustainable Communities - Competitive Grants

Approximately \$12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and \$5 million in State Highway Account (SHA) funds, or a combined total of \$17 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. MPOs can apply to the Sustainable Communities Competitive Grants only in collaboration with a sub-applicant(s). Up to \$2 million will be set-aside for technical projects such as data acquisition or travel model updates. Funding distribution for the competitive program will depend on the quality and number of applications.

Sustainable Communities - Formula Grants

\$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds. The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

Strategic Partnerships

\$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and \$3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of \$4.5 million, will be distributed through a competitive program to MPOs and RTPAs. Funding distribution for the competitive program will depend on the quality and number of applications.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	Budget RMRA***and SHA State funds Approx. \$17 million Up to \$2 million will be set-aside for technical projects such as data acquisition or travel model updates Grant Minimum \$50,000 for Disadvantaged Communities, including Native American Tribal Governments and rural communities; \$100,000 for All Others Grant Maximum \$1,000,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Overarching Objectives (See Page 4).	The following are eligible to apply as a primary applicant: • MPOs with sub-applicants • RTPAs • Transit Agencies; • Cities and Counties; • Native American Tribal Governments • Other Public Transportation Planning Entities The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47 percent minimum (in cash or an in-kind* contribution). The entire minimum 11.47 percent local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as cash match.
Sustainable Communities Formula	Budget RMRA*** State funds \$12.5 million	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Overarching Objectives (See Page 4).	The following are eligible to apply as a primary applicant: • MPOs	11.47 percent minimum (in cash or an in-kind* contribution). The entire minimum 11.47 percent local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as cash match.

* For third party in-kind contribution requirements, refer to Page 31 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** SB1 funds are subject to potential repeal. If SB 1 is repealed, the \$25 million split equally between Sustainable Communities Competitive and Formula Grants will be eliminated.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	Budget FHWA SPR, Part I Federal funds \$1.5 million Grant Minimum \$100,000 Grant Maximum \$500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Overarching Objectives (See Page 4).	The following are eligible to apply as a primary applicant: • MPOs • RTPAs The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3)	20 percent minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20 percent local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as cash match.
	Budget FTA Section 5304 Federal funds \$3 million \$75,000 for rural RTPAs; all others \$100,000 State funds \$500,000 Grant Max. \$500,000			
Strategic Partnerships – Transit				
* For third party in-kind contribution requirements, refer to Page 31 of this Guide. ** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).				

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Caltrans Sustainable Transportation Planning Grant Program

Integrating Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Overarching Objectives, Grant Program Considerations, and the region's RTP SCS (where applicable). The Grant Specific Objectives on Pages 17-24 indicate the specific purpose of the Sustainable Communities Grants and Strategic Partnership Grants, respectively, and must also be considered when preparing an application.

Grant Program Overarching Objectives

The following Grant Program Overarching Objectives are provided to guide grant application development, including:

Objective	Description
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Mobility	Increase the accessibility of the system and mobility of people and freight.
Safety	Increase the safety and/or security of the transportation system for motorized and active transportation users.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e. enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprises (DBEs), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity especially through transportation means.
Social Equity	All of these overarching objectives should promote transportation solutions that focus on and prioritize the needs of communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging greater than average public involvement in the transportation decision making process.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Communities and Strategic Partnerships Grant Program Considerations

The Grant Program also supports related State sustainability initiatives, explained further in the following pages and should be considered in grant application development, including:

- California Transportation Plan (CTP) 2040 and the modal plans that feed into the CTP:
 - Interregional Transportation Strategic Plan (ITSP)
 - California Freight Mobility Plan (CFMP)
 - California State Rail Plan
 - California State Bicycle and Pedestrian Plan
 - California High-Speed Rail Business Plan
 - Statewide Transit Strategic Plan
 - California Aviation System Plan
- 2017 RTP Guidelines and Promoting Sustainable Communities in California
- Complete Streets and Smart Mobility Framework
- Climate Ready Transportation
- California Sustainable Freight Action Plan
- Addressing Environmental Justice and Disadvantaged Communities
- 2017 Climate Change Scoping Plan Update, Appendix C
- Planning for Housing

California Transportation Plan 2040

The *CTP 2040* vision is focused on sustainability: California's transportation system is safe, sustainable, universally accessible, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting the State's GHG emission reduction goals and preserving the unique character of California's communities. This integrated, connected, and resilient multimodal system supports a thriving economy, human and environmental health, and social equity.

CTP 2040

<https://dot.ca.gov/programs/transportation-planning/state-planning/california-transportation-plan>

The *CTP 2040* also aims to achieve the strategic goal to triple cycling and double walking and transit use statewide by 2020. Competitive grant applications will discuss how proposed projects will assist in reaching this goal established in the *Caltrans Strategic Management Plan*.

Caltrans Strategic Management Plan

<https://dot.ca.gov/-/media/dot-media/programs/sustainability/documents/caltrans-strategic-mgmt-plan-033015-a11y.pdf>

CTP 2040 (CTP 2040 Table 13, Page 75; Appendix 7, Page 40)

<https://dot.ca.gov/programs/transportation-planning/state-planning/california-transportation-plan>

Competitive Sustainable Communities grant applications will integrate the appropriate *CTP 2040 Transportation Greenhouse Gas Reduction Strategies* (CTP 2040, Table 13 and Appendix 7 Technical Analysis). There are four categories of transportation GHG reduction strategies – demand management, mode shift, travel cost, and operational efficiency – that were developed based on input from the CTP 2040 advisory committees, and with input gathered from all of the State's 18 MPOs and 26 RTPAs.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

CTP 2040 is the umbrella plan that pulls together the State's long-range modal plans described below to envision the future system:

Interregional Transportation Strategic Plan

<https://dot.ca.gov/programs/transportation-planning/multi-modal-system-planning/interregional-transportation-strategic-plan>

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (ITIP). The 2015 ITSP expanded the analysis from focusing on ITIP investment in interregional highways and intercity rail to analyzing the entire interregional transportation system regardless of funding source. The purpose of the plan is to be a guiding document for all investment in the interregional transportation system.

California Freight Mobility Plan

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the CFMP was developed by the California State Transportation Agency and Caltrans in consultation with the California Freight Advisory Committee.

California State Rail Plan

<https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan>

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

California State Bicycle and Pedestrian Plan

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/toward-an-active-california-state-bike-and-walk-plan>

"Toward and Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

California High-Speed Rail Business Plan

https://www.hsr.ca.gov/about/business_plans/business_plan_2018.aspx

The California High-Speed Rail Authority (Authority) is required by Public Utilities Code 185033 to prepare, publish, adopt and submit a business plan to the California State Legislature (Legislature) every two years. The Authority's business plan is an overarching policy document used to inform the Legislature, the public, and stakeholders of the project's implementation, and assist the Legislature in making policy decisions regarding the project.

Statewide Transit Strategic Plan

<https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan>

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

California Aviation System Plan

<https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan>

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the state of California.

2017 RTP Guidelines and Promoting Sustainable Communities in California

The California Transportation Commission adopted the *2017 RTP Guidelines for RTPAs and 2017 RTP Guidelines for MPOs* which includes *Appendix K – Promoting Health and Health Equity in MPO RTPs* and *Appendix L – Planning Practice Examples*. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the State. The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers state goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

2017 RTP Guidelines (Appendix K, Page 273; Appendix L, Page 309)

<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program/2017-rtp-guidelines-for-mpos>

Caltrans supports SB 375 (Steinberg, Statutes of 2008) RTP SCS efforts. Successful applications must be compatible with an existing adopted SCS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS efforts. The SCS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the State. Information on SB 375-related planning efforts can be found at: <https://ww2.arb.ca.gov/our-work/topics/sustainable-communities>.

Although most rural areas of the State are not subject to SB 375 SCS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State and efforts to match GHG reduction targets and other goals embodied in SCSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Complete Streets and Smart Mobility Framework

Caltrans also supports complete streets and the Smart Mobility Framework (SMF). If applicable, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of complete streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/complete-streets>

Smart Mobility Framework

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/smart-mobility-framework>

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Climate-Ready Transportation

California's six key climate change strategy pillars provide a framework for reducing California's GHG emissions and increasing resiliency to the anticipated effects of global warming: (1) reducing today's petroleum use in cars and trucks by up to 50 percent; (2) increasing to 50 percent our electricity derived from renewable sources; (3) doubling the efficiency savings achieved at existing buildings and making heating fuels cleaner; (4) reducing the release of short-lived climate pollutants; (5) managing farm and rangelands, forests and wetlands so they can store carbon; and, (6) updating the Safeguarding California Plan - California's climate adaptation strategy. Climate change poses many threats to our communities' health, well-being, environment, and property. Extreme weather, rising sea levels, shifting snowpack, among other impacts will touch every part of peoples' lives in the next century. Planning key actions now will help lessen impacts and cope with changes. Government, at every level, must work together to safeguard our State by taking steps to reduce our own impacts and increase our resilience in the future.

Executive Order B-30-15 specifically addresses the need for all of the State's planning and investments to consider the exposures and risks from a changing climate, anticipating current and future impacts and disruptions that are likely to occur. The order establishes a California GHG emissions reduction target of 40 percent below 1990 levels by 2030, directs state government to take climate change into account in all planning and investment decisions, and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives.

Executive Order B-30-15 describes four guiding principles when making planning and investment decisions:

- Priority should be given to actions that both build climate preparedness and reduce GHG emissions
- Where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts
- Actions should protect the state's most vulnerable populations
- Natural infrastructure solutions should be prioritized

The Governor's Office of Planning and Research (OPR) led a Technical Advisory Group to develop guidance to help State agency personnel decide when to take climate change into account when planning infrastructure and investments, and how to do so while implementing the four above principles, including how to increase social equity and health for vulnerable communities in the course of planning and operations. The Guidance to implement Executive Order B-30-15 is available here: http://opr.ca.gov/docs/20180313-Building_a_Resilient_CA.pdf.

Community Climate Resiliency

Grant applicants are encouraged to consider if the surrounding community is experiencing any specific climate vulnerabilities and how the proposed planning project aims to address specific concerns. Grant applicants should also describe how potential climate impacts are taken into consideration in the proposed planning project, such as the incorporation of natural infrastructure, and, if applicable, how the project conforms with the local implementation of SB 379 (Jackson, Statutes of 2015), Government Code Section 65302(g)(4), where cities and counties are required to address climate adaptation and resiliency strategies in the safety element of their general plan.

Defining Vulnerable Communities in an Adaptation Context, OPR Resource Guide

<http://opr.ca.gov/planning/icarp/vulnerable-communities.html>

The Governor's Office of Planning and Research, with input from the Integrated Climate Action and Resiliency Program (ICARP) Technical Advisory Council, developed a resource guide for

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practitioners to use when first considering how to define vulnerable communities in an adaptation context. The document includes: (1) The ICARP Technical Advisory Council's definition of climate-vulnerable communities, (2) A summary of existing statewide assessment tools that can be used to identify vulnerable communities in a climate adaptation context, including a crosswalk with the indicators that are required elements of an SB 1000 (Leyva, Statutes of 2016) analysis; (3) Additional indicators that could be used to assess underlying vulnerability on a case-by-case basis; (4) A list of process guides that can serve to aid agencies undertaking efforts to define vulnerable communities.

Climate Action Plans

<http://www.ca-ilg.org/climate-action-plans>

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. The website above provides a host of resources, including example Climate Action Plans and templates.

Safeguarding California

<http://resources.ca.gov/climate/safeguarding/>

Safeguarding California is the strategy that organizes state government climate change adaptation activities.

California Climate Adaptation Planning Guide

<http://resources.ca.gov/climate/safeguarding/local-action/>

The Adaptation Planning Guide provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several State agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for State agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our State's transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

California Sustainable Freight Action Plan

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

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Addressing Environmental Justice and Disadvantaged Communities

Caltrans integrates environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes. The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities.

EJSCREEN: Environmental Justice Screening and Mapping Tool

<https://www.epa.gov/ejscreen>

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

Environmental Justice Agency Assessment 2017

https://caleja.org/wp-content/uploads/2018/05/CEJA_AgencyAssessment_2017_FinalWeb.pdf

The California Environmental Justice Alliance recently completed the second Environmental Justice Agency Assessment, which provides an overview of how well environmental justice issues are being integrated or championed at state agencies, and where there are areas for improvement. The assessments in this report are made in the spirit of charting a course to improving agency actions, with the ultimate goal of improving conditions that negatively impact our most vulnerable residents. This progress is needed not just for environmental justice communities, but ultimately to benefit all Californians. Applicants are encouraged to reference the Appendix for Environmental Justice Principles for Policy Implementation at Regulatory Agencies that can be fostered through the Sustainable Transportation Planning Grant Program.

SB 1000 (Leyva, Statutes of 2016)

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

SB 1000 requires local jurisdictions to develop environmental justice elements in their next general plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

California Environmental Justice Alliance SB 1000 Toolkit

<https://caleja.org/2017/09/sb-1000-toolkit-release/>

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

Displacement/Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement. Grant applicants are encouraged to reference the *2017 RTP Guidelines, Appendices K and L*, for best practices in addressing displacement of low income and disadvantaged communities.

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Transformative Climate Communities Program

http://sgc.ca.gov/programs/tcc/docs/20180815-TCC_Final_GUIDELINES_07-31-2018.pdf.

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

Implementing SB 350 and Community Needs Assessments

Sustainable Communities Grants Only

Caltrans supports implementation of SB 350 (De León, Statutes of 2015), the Clean Energy and Pollution Reduction Act of 2015, which establishes as a State priority the reduction of GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in disadvantaged communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and disadvantaged communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and disadvantaged communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

<https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document>In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

Disadvantaged Communities Justification

Sustainable Communities Grants Only

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in disadvantaged communities. Supporting planning projects that benefit a disadvantaged community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit disadvantaged communities, also including Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; see map on Page 64 which indicates rural areas).

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of a disadvantaged community and a description of how the project will benefit these communities, as well as how these communities will be engaged

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throughout the project. The tools below, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

Regionally and/or Locally Defined Disadvantaged Communities

Regionally and/or locally defined disadvantaged communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

Assembly Bill (AB) 1550 (Gomez, Statutes of 2016)

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest in disadvantaged communities by requiring a minimum investment of twenty-five percent in disadvantaged communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

- (1) "Low-income households" are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.
- (2) "Low-income communities" are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

California Department of Education, Free or Reduced Priced Meals Data (FRMP)

<https://www.cde.ca.gov/ds/sd/sd/files.asp>

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRMP data are collected annually and can also be used to assist Sustainable Communities applicants to define their disadvantaged community. Per SB 99 (Chapter 359, Statutes of 2013), the State's Active Transportation Program disadvantaged community's definition includes low income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

CalEnviroScreen Version 3.0

<http://oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4> CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution.

CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

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California Healthy Places Index (HPI)

<https://healthyplacesindex.org/>

The California Healthy Places Index (HPI) is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide. Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions.

HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state.

Because the HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space, HPI also incorporates “decision support layers” that can be overlaid to show additional indicators such as the California Department of Public Health’s (CDPH) climate change and health vulnerability indicators (see Page 14, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).



Understanding the HPI Score

The HPI includes a composite score for each Census tract in the State. The higher the score, the healthier the community conditions. Each Census tract's score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is disadvantaged for purposes of qualifying for the minimum threshold of 50 percent for disadvantaged communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. These tools can be accessed at:

Live Map: <https://map.healthyplacesindex.org/>

Direct Data: <https://healthyplacesindex.org/data-reports/>

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HPI Examples		
Indicator	HDI Percentile	How will project improve this health challenge?
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on the HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit [\https://healthyplacesindex.org/](https://healthyplacesindex.org/).

Additional Public Health Resources

Sustainable Communities Grants Only

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality. The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on "CCHViz", CDPH's interactive data visualization platform: <https://discovery.cdph.ca.gov/ohe/CCHViz/>. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

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CDPH Climate Change and Health Profile Reports (CHPRs)

<https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx>

The CDPH Climate Change and Health Profile Reports are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, state-sponsored research and plans.

CDPH Healthy Communities Data and Indicators Project (HCI)

<https://www.cdph.ca.gov/Programs/OHE/Pages/HCI-Search.aspx>

The goal of the HCI is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., "aspirational goals", such as "Safe, sustainable, and affordable transportation options" or "Access to affordable and safe opportunities for physical activity") of a healthy community through all stages of life, clustered in five broad categories (i.e., "domains", such as "Meets the Basic Needs of All" or "Quality and Sustainability of Environment"). HCI data indicators, narratives, and visualizations are found here.

2017 Climate Change Scoping Plan Update, Appendix C

Sustainable Communities Grants Only

2017 Climate Change Scoping Plan Update, Appendix C

https://www.arb.ca.gov/cc/scopingplan/2030sp_appc_vmt_final.pdf

The California Air Resources Board (ARB) adopted the *2017 Climate Change Scoping Plan Update* which includes *Appendix C, Vibrant Communities and Landscapes – A Vision for California in 2050*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The ARB 2017 Climate Change Scoping Plan Update, Appendix C, also includes *Potential State-Level Strategies to Advance Sustainable, Equitable Communities and Reduce Vehicle Miles of Travel (VMT)* which outlines a list of potential additional strategies that the State could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals. While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

Planning for Housing

Sustainable Communities Grants Only

Development patterns directly impact GHG emissions, including those from transportation between jobs and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes. Adding coordination with housing planning as part of the Sustainable Communities grants furthers the State's planning goals, including the goals of SB 375, which supports the State's climate action goals to reduce GHG emissions through coordinated transportation and land use planning with the goal of more sustainable communities. Competitive grant applications should demonstrate how their project

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further this coordinated and integrated approach to planning. In order for applicants to avoid a deduction of 5 points, the applicant must demonstrate how they integrate housing planning into their policies, programs and project, or commit to coordinate housing and transportation in future policies and programs.

To support planning for housing California's growing population, the State's Department of Housing and Community Development (HCD) reviews local housing elements of general plans, which identifies capacity for projected housing needs and addresses governmental constraints on housing supply and cost. Local governments are further required to annually submit progress reports on the implementation the housing element and provide a detail of production toward their projected housing needs. HCD offers a broad and comprehensive range of technical assistance and resources to help jurisdictions prepare their Housing Element and Annual Progress Reports.

Beginning with FY 2019-20, city and county primary/sub-grant applicants are required to have a compliant housing element and submit APRs to be eligible for Sustainable Communities grant awards. City and county primary or sub-grant applicants must have a housing element that has been adopted by the jurisdiction's governing body and subsequently determined to be in substantial compliance with State housing element law pursuant to Government Code Section 65585. The jurisdiction's housing element will be deemed to have met this requirement if HCD has already found the element to be in compliance pursuant to Government Code Section 65585, or if:

City and county primary/sub-grant applicants are required to have a compliant housing element and submit APRs to be eligible for Sustainable Communities grant awards.

By the grant application deadline:

- ✓ A draft is submitted to HCD
- ✓ Review findings are considered and addressed
- ✓ The jurisdiction adopts a housing element and submits a copy to HCD; and

By the date of award recommendation:

- ✓ HCD finds the adopted element to be in substantial compliance pursuant to Government Code Section 65585 without further amendment.

A jurisdiction's current housing element compliance status can be obtained at <http://www.hcd.ca.gov/community-development/housing-element/docs/status.pdf>.

In addition, the city or county primary or sub-grant applicant must submit to HCD the Annual Progress Report (APR) required by Government Code Section 65400 for calendar years 2015, 2016, 2017, and 2018. For the purposes of the Grant Program, required APRs must be submitted by the grant application deadline. Please note that charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above. More detail on APRs can be found at <http://www.hcd.ca.gov/community-development/housing-element/index.shtml#annual> under Housing Elements - Annual Progress Reports.

For questions or requests for technical assistance, please contact Paul McDougall at HCD (paul.mcdougall@hcd.ca.gov).

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Sustainable Communities – Grant Specific Objectives

Successful grant applications address and articulate how the project relates to the Grant Specific Objectives. The specific purpose of the Sustainable Communities Grants must also be considered when preparing an application.

Competitive Grants

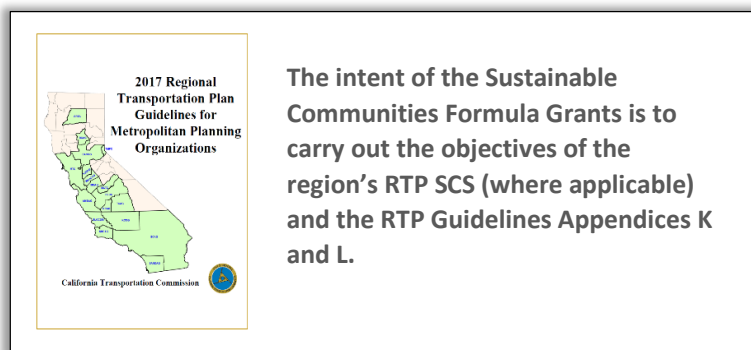
The grant specific objectives of the Sustainable Communities Competitive Grants are to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS (where applicable), contributes to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines, addresses the needs of disadvantaged communities, and also assists in achieving the Caltrans Mission and Grant Program Overarching Objectives (See Page 4).

Applicants should demonstrate how the proposed effort would:

- Integrate Grant Program Considerations (See Pages 5-16)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and disadvantaged communities, including Native American Tribal Governments and rural communities
- Encourage stakeholder collaboration
- Involve active community engagement
- Coordinate transportation, housing, and land use planning
- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1, and climate adaptation goals (Safeguarding California)
- Result in funded and programmed multimodal transportation system improvements

Formula Grants

The grant specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.



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MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula Grants:

- Consolidated Planning Grant Carryover is at, or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof.

If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and Caltrans Office of Regional Planning (ORP). This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORP. MPOs should coordinate the submittal of this information with the Caltrans district and ORP to avoid delays for releasing the call-for-projects and grant awards.

Sustainable Communities Formula Grants are part of the annual draft Overall Work Program (OWP) development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and ORP. MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2020-21 OWP no later than March 1, 2020. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORP. The draft Work Element(s) should include an explanation of how the project supports the Grant Specific Objective of the Sustainable Communities Grants and provide the same level of detail included in the grant application scope of work and project timeline for the Sustainable Communities Competitive Grants. However, the competitive grant application, scope of work and project timeline templates are not required.

If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

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The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	Total Formula Grant Allocation
Tahoe Metropolitan Planning Organization	\$160,750
Madera County Transportation Commission	\$164,209
Kings County Association of Governments	\$162,943
Shasta Regional Transportation Agency	\$163,172
Butte County Association of Governments	\$180,569
Merced County Association of Governments	\$197,424
San Luis Obispo Council of Governments	\$195,962
Tulare County Association of Governments	\$246,944
Santa Barbara County Association of Governments	\$224,579
Stanislaus Council of Governments	\$291,053
San Joaquin Council of Governments	\$341,671
Kern Council of Governments	\$374,899
Association of Monterey Bay Area Governments	\$315,537
Fresno Council of Governments	\$407,484
Sacramento Area Council of Governments	\$774,991
San Diego Association of Governments	\$1,021,553
Metropolitan Transportation Commission	\$2,106,140
Southern California Association of Governments	\$5,170,390
Total	\$12,500,000

Example Sustainable Communities Grant Project Types

These examples include projects that plan for reductions in GHG and VMT, and/or integrate Land Use and Transportation planning.

- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development
- SCS development
- Long range transportation plans for tribal governments
- Community to school studies or safe routes to school plans
- Studies, plans, or outreach for school public transit, school pool ridesharing
- Community Needs Assessments
- Studies, plans or planning methods that advance a community's effort to address the impacts of climate change, such as sea level rise, flooding, wildfires, and mudslides, which may include the use of natural infrastructure to reduce the impacts of climate change
- Studies that promote greater access between affordable housing and job centers

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- Context-sensitive streetscapes or town center plans
- Complete street plans
- Active transportation plans, including bicycle, pedestrian and trail master plans
- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Plans for bike parking facilities
- Educational outreach for mode shifts to electric forms of transportation
- Traffic calming and safety enhancement plans
- Corridor enhancement studies
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Climate change adaptation plans for transportation facilities
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Studies to improve access to social services and other community destinations for disadvantaged communities
- Transit planning studies related to accessible transit, paratransit, mobility management, etc.
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system with connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.
- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Station area planning
- Community outreach plans for park-and-ride lots
- Student internships for rural agencies and/or disadvantaged communities
- First Mile/Last Mile project development planning
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Integration of transportation and environmental planning
- Shared mobility services planning studies

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- Road or parking pricing studies
- Transportation Demand Management studies
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Commute trip reduction studies and plans
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and disadvantaged communities, and minimizes displacement
- Transportation modeling studies that address active transportation, emerging technology, public health, VMT and other impacts
- Data collection/data sharing initiatives
- Strategies to increase transit ridership
- Integration of transit, new emerging technologies, and shared mobility services
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism
- Studies or plans related to zero emissions vehicle goods movement

Land use planning activities in coordination with a transportation project.

Examples include:

- An update to a general plan land use element or zoning code that increases development opportunities around key transportation corridors or nodes
- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding. Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultants
- Conceptual drawings and design
- Community surveys, meetings, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups

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- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
- Project administration (up to 5% of the grant is allowed, e.g., quarterly reports, invoicing, project management)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- RTPs or updates to the RTP, excluding SCS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., child care, full meals, prizes, freebies, promotional/marketing items
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

Strategic Partnerships – Grant Specific Objectives

The objective of the Strategic Partnerships and Strategic Partnerships - Transit grants is to accomplish the Federal Planning Factors listed below and achieve the Caltrans Mission and the Grant Program Overarching Objectives on Page 4. Strategic Partnerships are intended to fund planning projects that address needs on the State highway system, while the transit component will address multimodal planning projects that focus on transit. Applicants should demonstrate that the proposed effort will:

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State highway system (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users

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4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism.

Example Strategic Partnerships Grant Project Types

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Corridor studies and corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities intended to result in investment in sustainable transportation projects
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Planning for sustainable freight
- Planning for transportation safety
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology

Example Strategic Partnerships - Transit Grant Project Types

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide transit planning surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multi-modal transportation network
- Transit technical planning studies to optimize system performance

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Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding. Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultants
- Conceptual drawings and design
- Community surveys, meetings, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
- Project administration (up to 5% of the grant is allowed, e.g., quarterly reports, invoicing, project management)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., child care, full meals, prizes, freebies, promotional/marketing items
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

General Information and Requirements

This section provides a brief overview of the grant application review process, financial, contracting, subcontracting, and legal requirements pertaining to the competitive grant program. The content of this section should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

Application Review Process and Award Considerations

Review Process

All applications submitted to the Sustainable Transportation Planning Grant Program go through multiple levels of review including reviews by Caltrans district and HQ staff, and State interagency review committees. District staff reviews all applications for content, submission of proper documentation, and overall relationship to regional and local planning efforts. The district rates each application and provides comments to inform the State interagency review committee. The grant review committees evaluate applications for content, completeness, meeting technical requirements, overall relationship to statewide planning efforts, and compliance with state and federal planning requirements.

Grant applications that address every aspect of the grant specific objective will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a scope of work and project timeline, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

Sustainable Communities Grants Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from disadvantaged and low-income communities, and how the final product will address community-identified needs. Below are some best practices in community engagement that applicants are encouraged to implement, as applicable and appropriate, in their transportation planning projects:

- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.
- Seek out existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.
- Involve local health departments which can provide assistance in reaching community-based organizations and disadvantaged and vulnerable community members.

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- Collaborate with disadvantaged and vulnerable communities to design and implement programs, plans and policies. Robust engagement of disadvantaged and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principle languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.

Performance Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance such as poor grant project management, failure to achieve grant project milestones, untimely invoice submittals, or an overall poor quality of the final grant product may be at a competitive disadvantage in the application review process. Grant funds may not be awarded to prior grant recipients with unresolved past grant performance issues. Additionally, applicants that have an excessive balance of or consistently relinquish any transportation funds administered by Caltrans Planning and/or have unresolved audit issues or findings will also be at a competitive disadvantage in the application review process. Applicants that have also failed to satisfy the required state and federal planning requirements, including submittal and administration of OWPs, RTPs, and Transportation Improvement Programs, may not be awarded grants.

Award Terms

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Project Timeline, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

Contracting with Caltrans and Project Timelines

Conditional Award Letter Teleconference

Grant awards are anticipated for release in spring of 2020. Each grantee will receive a Conditional Award Letter that outlines the conditions of grant acceptance that are necessary to accept grant funding. Caltrans district staff will schedule individual teleconferences to clarify the conditions of grant acceptance, including any revisions to the grant application, Scope of Work and Project Timeline.

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Project Start Dates

All awarded grant funds must be programmed during the State FY 2020-21. The project start date depends on the method of contracting with Caltrans. For MPOs and RTPAs with a current Master Fund Transfer Agreement (MFTA), work may begin as early as July 2020, pending State Budget approval, and Caltrans issuing a formal Notice to Proceed. For awarded grantees that do not have a current MFTA with the Caltrans Office of Regional Planning (i.e. cities, counties, transit agencies, Tribal Governments), Caltrans will contract directly with the primary grant recipients through the Restricted Grant Agreement (RGA) process. For grant recipients that undergo the RGA contracting process, work may begin as early as September 2020, assuming the grantee has received a fully executed contract and has been formally notified by Caltrans district staff to begin work. It is important for applicants to reflect the estimated project start date in the Scope of Work and Project Timeline. Project Timeline constraints for both methods of contracting with Caltrans are provided below. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Project Timeline

Consider these dates when developing the Scope of Work and Project Timeline:

Restricted Grant Agreement Project Timeline	
September 2020	Anticipated start date
February 28, 2023 (time extensions will not be granted)	- Contract expires - Reimbursable work must be completed
April 28, 2023	All final invoices and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)	
July 2020	Anticipated start date
April 28, 2023 (time extensions will not be granted)	- Contract expires (no time extensions will be granted) - Reimbursable work must be completed
April 28, 2023	All final invoices for State-funded grants awarded to MPOs/RTPAs and federal-funded grants awarded to RTPAs must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.
June 30, 2023 (time extensions will not be granted)	- Project end date for federal-funded grants awarded to MPOs - Reimbursable work must be completed
August 30, 2023	A Final Request for Reimbursement for federal-funded grants awarded to MPOs must be filed no later than 60 days after the end of the fiscal year to coincide with the submission of the Overall Work Program (OWP) Final Expenditure Report.

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Contract Options for Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

- (1) Contracting with Tribes Directly** – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94, and is extremely limited. Caltrans Legal requires tribes to provide a limited waiver of sovereign immunity. However, the Caltrans Native American Liaison Branch makes sure that any waiver is very specifically limited in scope and in time to only applies to the contract itself (and to any possible audits). In an effort to streamline the RGA contracting process, there is a Sustainable Communities RGA boilerplate template for Native American Tribal Governments, available upon request.
- (2) Partnering with a Regional Agency** – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RTPA. Caltrans can pass through grant funding to tribes for planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.
- (3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9)** – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe. For more information, visit:
<https://fh.fhwa.dot.gov/programs/ttp/documents/Funds-Transfer-Procedures-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf>.

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with the FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and

Grant Project Administration Requirements

approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

Overall Work Program (for MPOs/RTPAs Only)

All MPOs and RTPAs must have the entire grant award and local match programmed in the FY 2020-21 OWP no later than November 2, 2020. Approved grant projects must be identified as individual Work Elements in the current OWP and in future OWPs until the project is completed.

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Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR.

Quarterly Progress Report Timeframes			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – September	October – December	January – March	April - June

For MPOs and RTPAs, the progress of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant.

Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

Ownership

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Third Party Contracts

The agreements between a grantee and a sub-recipient, consultant, or sub-consultant are often referred to as "third party contracts." An eligible sub-applicant will be identified by an eligible applicant at the onset of the application. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used.

Grantees may use their agency's procurement procedures as long as they comply with the State Contracting Manual, Chapter 5, and the terms of the agreement with Caltrans. In addition, work

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can only be contracted if it has been stated in the applicant's Scope of Work and Project Timeline. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5, and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the following link:

State Contracting Manual: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

The FHWA and the FTA each have requirements that recipients of Metropolitan Planning federal funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance reflects not only the law, but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program.

Disadvantaged Business Enterprises

The Road Repair and Accountability Act of 2017 requires Caltrans to develop a plan to increase, up to 100 percent, the dollar value of contracts/procurements awarded to Small Businesses, DBEs, and Disabled Veteran Business Enterprises (DVBES). Caltrans is required to have this plan by January 1, 2020. Until then, successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and DVBES.

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1.

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For details about DBE requirements, visit the Office of Regional Planning website at:
<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program>.

Invoicing and Financial Requirements

Requests for Reimbursements

Grant payments are made only as reimbursements. Invoices or Requests for Reimbursements (RFR) need to be submitted no more frequently than monthly or at a minimum quarterly. Grantees must pay sub-recipients and subcontractors prior to submitting a RFR to Caltrans. A one-time, **lump sum RFR for the entire grant is not allowed**. Local match (cash and third-party in-kind contributions) must be expended on a proportional basis coinciding with each grant Work Element (MPOs/RTPAs only) and/or tasks in each RFR. The proportional spread of local match for each task and subtask must be clearly identified in the Project Timeline. The minimum required local match must be rendered during the invoicing period of reimbursement and must also be satisfied with each RFR.

Local Match Contribution

All grants require a local match. The local match can be all cash, all third-party in-kind contributions, or a combination of the two. Staff time from the primary applicant counts as cash match. Applicants will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans.

Revenue sources for a local match can include local sales tax, special bond measures, private donations, private foundations, etc. The Sustainable Communities and Strategic Partnerships – Transit grants require the applicant to provide a minimum 11.47 percent local match—any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. The Strategic Partnerships grants require a minimum 20 percent local match – any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. **The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is represented on the Project Timeline at the task and subtask-level.** Below is a table illustrating the local match as a percentage of the Total Project Cost. The Local Match Calculator is available upon request.

Local Match – Percentage of Total Project Cost			
Grant Program	Grant Request	Local Match	Total Project Cost
Sustainable Communities and Strategic Partnerships –Transit	88.53% Example:\$300,000	11.47% Example:\$38,868	100% Example:\$338,868
Strategic Partnerships	80% Example:\$300,000	20% Example:\$75,000	100% Example:\$375,000

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency. Examples of third-party in-kind contributions include donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services. The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project. Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Project Timeline, and the project specific Work Element in the OWP (if applicable).

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If third party in-kind contributions are used to satisfy the local match requirements, a third -party in-kind valuation plan must also be submitted to Caltrans for approval as a condition of grant acceptance. The Third-Party In-kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be rendered. The Third-Party In-Kind Valuation Plan Checklist and Sample are provided on Pages 61-62.

Accounting Requirements

Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Project Timeline. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Indirect and Direct Costs

Indirect costs require an Indirect Cost Allocation Plan (ICAP). For example, reproduction costs, computer rental and office supplies are considered indirect costs. However, if these costs are tied to a specific task or activity, they are considered direct costs.

If a grantee, including sub-recipients and third party contractors/consultants, are seeking reimbursement of indirect costs, they must annually submit an ICAP or an Indirect Cost Rate Proposal (ICRP) to Caltrans Audits and Investigations for review and approval prior to reimbursement. An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only after the grantee has received ICAP/ICRP approval from Caltrans Independent Office of Audits and Investigations. For more information visit the following website:

Indirect Cost Allocation Plan - <https://ig.dot.ca.gov/>

Due to the competitive nature of the grant award process, applications must include the estimated indirect cost rate at the bottom of the Project Timeline. Indirect costs can only be reimbursed if they are identified in the Project Timeline submitted with the initial application.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Project Timeline. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees). For more information on eligible travel expenses, visit the following website:

Caltrans Travel Guide: <https://travelpocketguide.dot.ca.gov/>

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to \$1 million and Strategic Partnerships grants are up to \$500,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State funds maintain

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adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Application Preparation

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

Early Coordination with Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP/SCS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Technical Assistance

Caltrans district staff (See Pages 66-67) is available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact the Caltrans Office of Regional Planning:

Contact Information	
Grant Application Guide Technical Assistance	Priscilla Martinez-Velez, Grant Management Branch Chief Caltrans Division of Transportation Planning Office of Regional Planning Email: Priscilla.Martinez-Velez@dot.ca.gov Phone: (916) 651-8196
Questions about "Planning for Housing" (see Page 15)	Paul McDougall Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov

Required Documents

Use the samples and checklists provided for the following required documents:

- Application (exact PDF format provided online)
- Scope of Work (Microsoft Word format)
- Project Timeline (Microsoft Excel format)
- Third Party In-Kind Valuation Plan, if applicable (Microsoft Excel format)

A **map of the project area** is also required to clearly identify the boundaries of the project area and to context for the project.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Additional Documents

The following documents **are not required, but enhance the overall application and typically result** in a more competitive application during the evaluation process:

Letters of Support

If submitted, letters of support must be included with the application package. Letters received separate from the application package may not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, Native American Tribal governments, service agencies, and elected officials.

Graphics

Clearly labeled photographs, maps, planning diagrams, land use or design illustrations, or other relevant graphic representations of the proposed project area convey existing conditions and help to further explain the need for the grant and the priority of the proposed planning project with respect to community need. Please ensure that graphics include a text description to provide context.

Safety Data

Statistical data such as pedestrian-vehicle injuries/crashes or fatalities resulting from lack of safe infrastructure, or other road conditions that contribute to possible injuries. This information may be obtained from police reports, transit agencies, National Highway Traffic Administration or the Governor's Highway Safety Association.

Travel Mode Data

Data on mode share, commute patterns, accessibility for low-income and disadvantaged populations, access to job centers, or other data to show the need and potential for mode shift to non-auto transportation modes.

Other Data

As applicable, to indicate the need and potential for reducing VMT and GHG, where available.

The following documents are not required, but enhance the overall application and typically result in a more competitive application during the evaluation process:

- Letters of Support
- Graphics
- Safety Data
- Travel Mode Data
- Other Data

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Communities - Tips for a Successful Grant Application

Sustainable Communities – Tips for a Successful Grant Application
General Tips
• Some sections of the grant application may seem redundant when discussing disadvantaged community engagement, overall public engagement, and stakeholder involvement. Caltrans wants applicants to go above and beyond business as usual to address the needs of disadvantaged communities and use unique methods to involve these groups in the decision-making process. • Consult with your district representative for technical assistance before the application deadline. • Use the Samples and Checklists provided for the Application, Scope of Work, and Project Timeline. • Include Caltrans as an active partner in the study. • Provide letters of support and project area photographs to enhance the application.
Project Description
• Concisely describe the project in less than 150 words. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”
Project Justification
• Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available. • Explain how the project area or portions of the project area are a disadvantaged community. The tools in the Grant Application Guide, Pages 11-14, are intended to help applicants define a disadvantaged community. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool. • If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas (50,000 in population or greater) of the State, include population characteristics.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Communities – Tips for a Successful Grant Application continued

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below however, it is not intended to be all inclusive.

Successful Applications should include:

- **Planning for Housing and Housing Element Compliance**

- ✓ **Cities and Counties** - Housing Element must already be found in compliance or be adopted by the grant application deadline (October 4, 2019) and found in compliance by date the of award recommendation (~Spring 2019). 2015-2018 APRs must be submitted by the grant application deadline. See *Planning for Housing* on Pages 15-16, for details.
- ✓ All applicants should demonstrate how they integrate housing planning into their policies, programs and project or commit to coordinate housing and transportation in future policies and programs. Competitive applications will demonstrate this integration throughout the application (e.g., narrative and scope of work). See *Planning for Housing* on Pages 15-16, for details.

Examples:

Metropolitan Transportation Commission/Association of Bay Area Governments' **One Bay Area Grant Program** ties transit funding for jurisdictions to housing planning.

TransNet Smart Growth and TransNet Active Transportation Grant Programs require that jurisdictions receiving program funds have compliant Housing Elements and complete Annual Progress Reports to report on housing production.

- **Community Engagement**

- ✓ Letters of support from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- ✓ Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, disadvantaged communities, and a variety of socio-economic groups (e.g. households across the income and employment spectrum, ethnically and racially diverse households). See Pages 25-26 for best practices in community engagement.

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but are not limited to:

- ✓ Conducting targeted outreach to community groups representing special needs populations, disadvantaged communities and a variety of socio-economic groups through various methods.
- ✓ Using a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).

- **Transportation, Land use, and Housing Integrated Planning**

- ✓ Narrative and any relevant supporting or illustrative data describing how the proposed project integrates land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases. Competitive applications will demonstrate this integration throughout the application (e.g., narrative and scope of work). See list of examples of projects that coordinate land use and transportation on Grant Application Guide, Page 21.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Communities - continued
Grant Specific Objective - continued
• Transportation, Land use, and Housing Integrated Planning - continued ✓ Letters of support from relevant local agencies that not only provide support for the project, but also confirm that the proposed project involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation. • State Priorities and/or RTP SCS promotion and alignment ✓ Letters of support from local agencies that not only provide support for the project, but also confirm that the proposed project helps to implement the RTP SCS and/or State priorities.
Project Management
• Scope of Work: Use Scope of Work Checklist. Identify the project area demographics, public participation, and project implementation. The Scope of Work should reflect the Grant Application. • Project Timeline: Use Project Timeline Checklist. Identify the current indirect cost rate <i>if</i> indirect costs will be sought for reimbursement. If FY 2020-21 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate. The Project Timeline should reflect the Grant Application and Scope of Work. • Keep administrative project tasks below 5 percent of the grant amount requested. • Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided. Each task and sub-task must also have the minimum local match.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Strategic Partnerships - Tips for a Successful Grant Application

Strategic Partnerships – Tips for a Successful Grant Application	
General Tips	
	• Consult with your district representative for technical assistance before the application deadline. • Use the Samples and Checklists provided for the Application, Scope of Work, and Project Timeline. • Include Caltrans as an active partner in the study. • Provide letters of support and project area photographs to enhance the application.
Project Summary	
	• Concisely describe the project in less than 150 words. Explain "What parties are involved, the proposed major milestones, and why the project is necessary."
Project Justification	
	• Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
Grant Specific Objective	
	• Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.
Project Management	
	• Scope of Work: Use the Scope of Work Checklist. Identify the project area demographics, public participation, and project implementation. The Scope of Work should reflect the Grant Application. • Project Timeline: Use the Project Timeline Checklist. Identify the current indirect cost rate if indirect costs will be sought for reimbursement. If FY 2020-21 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate. The Project Timeline should reflect the Grant Application and Scope of Work. • Keep administrative project tasks below 5 percent of the grant amount requested. • Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided. Each task and sub-task must also have the minimum local match.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Application Submittal Instructions

All grant application packages are required to be submitted **via e-mail**. **An agency may only submit one application package per e-mail**. The Caltrans district contact must be copied (refer to the **District Contact List** on Pages 66-67) and the subject line needs to identify the district number, grant program, and *brief* project title (e.g., D1, SC, City of Can Do Planning Project). The required items outlined on the Grant Application Checklist on Page 40 must be attached to the e-mail as separate documents. **Applicants will receive an email reply by 5 PM on Monday, October 14, 2019, to confirm receipt of applications submitted.**

Please submit your application package to: Regional.Planning.Grants@dot.ca.gov

APPLICATIONS MUST BE SUBMITTED VIA E-MAIL

Please submit your application package to:
Regional.Planning.Grants@dot.ca.gov

NO LATER THAN

FRIDAY, OCTOBER 11, 2019 BY 5:00 P.M.

HARD COPIES WILL NOT BE ACCEPTED AND LATE APPLICATIONS WILL NOT BE REVIEWED

The Grant Application Guide, Application forms, and required templates are available upon request.

Caltrans anticipated award announcements: **Spring 2020**

Caltrans district staff is available during the application period to answer questions and help interested groups complete their applications. Refer to the District Contact List on Pages 66-67 for contact information.

Download the latest version of [Adobe Reader DC ®](#) to complete the application form. This version of Adobe is available free of charge.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Grant Application Checklist

The following documents are required and must be submitted via e-mail as separate attachments. Please do not combine documents into a single attachment. Please keep file names brief, as files become corrupted when the names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

Required Application Documents (Required formats/templates are provided upon request):

- ☐ Application (Complete and submit the PDF form in the exact format provided upon request- **Scanned or hard copies of the application will not be accepted**)
- ☐ Application Signature Page (print, sign, and scan this page in PDF format)
- ☐ Scope of Work (Microsoft Word format) – see Pages 54-58
- ☐ Project Timeline (Microsoft Excel format) – see Pages 59-60
- ☐ Third Party In-Kind Valuation Plan (Microsoft Excel format), if applicable – see Pages 61-62
- ☐ Map of Project Area

Supplemental Information (see descriptions on Page 34):

- ☐ Graphics of Project Area (when applicable)
- ☐ Letter(s) of Support
- ☐ Data

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sustainable Communities Grant Application Preview

Pages 41-47 provide a preview of the Sustainable Communities Grant Application form for FY 2020-21. The grant application form is available upon request.

APPLICATION PREVIEW FY 2020-21 CALTRANS SUSTAINABLE TRANSPORTATION PLANNING SUSTAINABLE COMMUNITIES GRANT APPLICATION Check here, if technical project: ☐			
PROJECT TITLE			
PROJECT LOCATION (city and county)			
	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization			
Mailing Address			
City			
Zip Code			
Executive Director/designee and title			
E-mail Address			
Contact Person and title			
Contact E-mail Address			
Phone Number			
FUNDING INFORMATION Use the Match Calculator to complete this section.			
Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$	\$	\$	\$
Specific Source of Local Match and Name of Provider (i.e., local transportation funds, local sales tax, special bond measures, etc.)			

APPLICATION PREVIEW
FY 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION

LEGISLATIVE INFORMATION*			
Please list the legislative members in the project area. Attach additional pages if necessary.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District

*Use the following link to determine the legislators.

<http://findyourrep.legislature.ca.gov/> (search by address)

1A. Project Timeframe (Start and End Dates):
1B. Project Area Boundaries:
1C. Project Description: Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. 150 words maximum (15 points):

APPLICATION PREVIEW
FY 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION

2A. Project Justification: Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project. This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). Competitive applications support the need for the project with empirical data, describe how this project addresses issues raised, define the public benefits, explain how the public was involved in identifying issues, and describe the impact of not funding the project. **Do not exceed the space provided. (10 points):**

2B. Disadvantaged Communities Justification: Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities, as well as how the proposed project addresses the needs of the disadvantaged community. The tools in the Grant Application Guide (Pages 11-14) are intended to help applicants define a disadvantaged community. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool. Also describe how disadvantaged communities will benefit from the proposed planning project. **Do not exceed the space provided. (5 points):**

2C. Disadvantaged Communities Engagement: Applicants should describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities. Also describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Pages 25-26, for best practices in community engagement. **Do not exceed the space provided. (5 points):**

APPLICATION PREVIEW

FY 2020-21

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING SUSTAINABLE COMMUNITIES GRANT APPLICATION

3. Grant Specific Objective: Explain how the proposed project addresses the grant specific objective of the Sustainable Communities grant program. Applicants should integrate the following Grant Program Considerations (Grant Application Guide, Pages 5-16) in the responses for A-G below, as applicable: - California Transportation Plan (CTP) 2040 2017 RTP Guidelines and Promoting Sustainable Communities in California - Complete Streets and Smart Mobility Framework - Climate Ready Transportation - Addressing Environmental Justice and Disadvantaged Communities - California Sustainable Freight Action Plan 2017 Climate Change Scoping Plan Update, Appendix C - Planning for Housing
3A. Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable). Applicants should demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.). Also explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. See Grant Application Guide, Pages 19-21 for example project types. Do not exceed the space provided. (5 points):
3B. Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.) Do not exceed the space provided. (5 points):
3C. Explain how the proposal supports other State goals, including but not limited to, State planning priorities (Government Code Section 65041.1), climate adaptation goals (Safeguarding California), and the goals and best practices cited in the 2017 RTP Guidelines, Appendices K and L. Do not exceed the space provided. (5 points):
3D. Explain how the proposal encourages stakeholder involvement. Applicants should list the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, and partners including State, federal, local agencies), as well as how they will be involved throughout the project. Do not exceed the space provided. (5 points):
3E. Explain how the proposal involves active community engagement. Applicants should describe the specific public outreach methods/events that will be employed throughout the project, as well as how public input will inform the project. Also describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort. Do not exceed the space provided. (5 points):

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

3F. Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Overarching Objectives on Page 4: Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Social Equity, as applicable. **Do not exceed the space provided. (5 points):**

3G. Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.
Do not exceed the space provided. (5 points):

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

APPLICATION PREVIEW
FY 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION

4. Project Management (30 points): See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 54-60), also available upon request.
4A. Scope of Work in required Microsoft Word format (15 points)
4B. Project Timeline in required Microsoft Excel format (15 points)

APPLICATION PREVIEW
FY 2020-21
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION**

Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Signature of Authorized Official (Applicant)

Print Name

Title

Date

Signature of Authorized Official (Sub-Applicant)

Print Name

Title

Date

Signature of Authorized Official (Sub-Applicant)

Print Name

Title

Date

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Strategic Partnerships Grant Application Preview

Pages 48-52 provide a preview of the Strategic Partnerships Grant Application form for FY 2020-21.
The grant application form is available upon request.

APPLICATION PREVIEW FY 2020-21 CALTRANS SUSTAINABLE TRANSPORTATION PLANNING STRATEGIC PARTNERSHIPS GRANT APPLICATION			
Select one: ☐ Strategic Partnerships (FHWA SPR Part I) ☐ Strategic Partnerships – Transit (FTA 5304)			
PROJECT TITLE			
PROJECT LOCATION (city and county)			
	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization			
Mailing Address			
City			
Zip Code			
Executive Director/designee and title			
E-mail Address			
Contact Person and title			
Contact E-mail Address			
Phone Number			
FUNDING INFORMATION Use the Match Calculator to complete this section.			
Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$	\$	\$	\$
Specific Source of Local Match and Name of Provider (i.e., local transportation funds, local sales tax, special bond measures, etc.)			

APPLICATION PREVIEW
FY 2020-21
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
STRATEGIC PARTNERSHIPS GRANT APPLICATION**

LEGISLATIVE INFORMATION*			
Please list the legislative members in the project area. Attach additional pages if necessary.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District

***Use the following link to determine the legislators.**
<http://findyourrep.legislature.ca.gov/> (search by address)

1A. Project Timeframe (Start and End Dates):
1B. Project Area Boundaries:
1C. Project Description: Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. 150 words maximum (20 points):

APPLICATION PREVIEW
FY 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
STRATEGIC PARTNERSHIPS GRANT APPLICATION

- 2. Project Justification:** Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project. This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). Competitive applications support the need for the project with empirical data, describe how this project addresses issues raised, and describe the impact of not funding the project. **Do not exceed the space provided. (20 points):**

APPLICATION PREVIEW
FY 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
STRATEGIC PARTNERSHIPS GRANT APPLICATION

3. Grant Specific Objectives: Explain how the proposed project addresses the grant specific objectives of the Strategic Partnerships and Strategic Partnerships - Transit grant program. Applicants should integrate the following Grant Program Considerations (Grant Application Guide, Pages 5-11) in the responses for 3A-3D below, as applicable:

- California Transportation Plan (CTP) 2040
- 2017 RTP Guidelines and Promoting Sustainable Communities in California
- Complete Streets and Smart Mobility Framework
- Climate Ready Transportation
- Addressing Environmental Justice and Disadvantaged Communities
- California Sustainable Freight Action Plan

3A. Explain how the proposal accomplishes the Federal Planning Factors (Grant Application Guide, Page 22-23) and achieve the Caltrans Mission and the Grant Program Overarching Objectives on Page 4. Applicants should list and explain how the proposed project intends to accomplish the applicable Federal Planning Factors and Grant Program Overarching Objectives, as well as the Caltrans Mission. **Do not exceed the space provided. (5 points):**

3B. Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State highway system (or multimodal transportation system for transit-focused projects). Applicants should clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project. **Do not exceed the space provided. (5 points):**

3C. Explain how the proposal strengthens government-to-government relationships. Applicants should outline the entities involved with the proposed project and how partnerships will be strengthened as a result. **Do not exceed the space provided. (5 points):**

3D. Explain how the proposal results in programmed system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort. **Do not exceed the space provided. (5 points):**

APPLICATION PREVIEW
FY 2020-21
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
STRATEGIC PARTNERSHIPS GRANT APPLICATION

4. Project Management (30 points): See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 54-60), also available upon request.
4A. Scope of Work in required Microsoft Word format (15 points)
4B. Project Timeline in required Microsoft Excel format (15 points)

APPLICATION PREVIEW
FY 2020-21
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
STRATEGIC PARTNERSHIPS GRANT APPLICATION**

Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Signature of Authorized Official (Applicant)

Print Name

Title

Date

Signature of Authorized Official (Sub-Applicant)

Print Name

Title

Date

Signature of Authorized Official (Sub-Applicant)

Print Name

Title

Date

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Scope of Work Checklist and Sample

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- ☐ Use the Fiscal Year 2020-21 template provided and in Microsoft Word format
- ☐ List all tasks and sub-tasks using the same title as stated in the project timeline
- ☐ Include the activities discussed in the grant application
- ☐ Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- ☐ List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- ☐ Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
- ☐ Include a thorough and accurate narrative description of each task and sub-task
- ☐ Include a task for a kick-off meeting with Caltrans at the start of the grant
- ☐ Include a task for procurement of consultants, if consultants are needed
- ☐ Include a task for invoicing
- ☐ Include a task for quarterly reporting to Caltrans
- ☐ Include detailed public participation and services to diverse communities
- ☐ Include project implementation/next steps
- ☐ List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline
- ☐ EXCLUDE environmental, complex design, engineering work, and other ineligible activities

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sample Scope of Work

City of Can Do Complete Street Plan

INTRODUCTION:

The City of Can Do (City) Complete Street Plan will provide a conceptual multi-modal planning foundation for the City's downtown main street corridor. The Plan will be used to evaluate how different complete street features enhance or detract from the vision of the community. The city intends to gather public input through interactive community workshops which will be the driving factor of the planning process. The City Complete Street Plan will contain conceptual design only. It is the City's intent that once this plan is complete, it will lead to implementation and development.

The scope of work shown below reflects the anticipated process and deliverables for the City's Complete Street Plan.

RESPONSIBLE PARTIES:

The City, with the assistance of a consulting firm, will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

OVERALL PROJECT OBJECTIVES:

- Reduce street crown and replace surface with enhanced and/or porous street pavers
- Widen sidewalk and include fully accessible ramp improvements at intersections
- Add and improve bikeways
- Improve bike and pedestrian connectivity for residents of nearby apartments and homes
- Install street trees with grates and tree grates for existing trees that can be preserved
- Install pedestrian-scale street lighting at intersections
- Install street furniture and other design features
- Apply "green street" concepts, such as storm water planter boxes and porous pavement where possible
- Include conceptual designs for underground utilities
- Include conceptual designs to improve drainage conveyance

1. Project Initiation

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. Meeting summary will be documented.
- Responsible Party: The City

Task 1.2: Staff Coordination

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

- Monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
- Responsible Party: The City

Task 1.3: RFP for Consultant Services

- Complete an RFP process for selection of a consultant using the proper procurement procedures.
- Responsible Party: The City

Task 1.4: Identify Existing Conditions

- 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 within the City.
- Inventory and evaluate existing bicycle and pedestrian facilities and nearby apartments and homes.
- Responsible Party: Consultant

Task #	Deliverable
1.1	Meeting Notes
1.2	Monthly Meetings Notes
1.3	Copy of Procurement Procedures and Executed Consultant Contract
1.4	Existing Conditions Report

2. Public Outreach

Note: All meetings will be publicly noticed to ensure maximum attendance. All public notices will be in English and Spanish. Spanish translators and sign language interpreters will be present at all workshops.

Task 2.1: Community Workshop #1

- Walking tour and workshop. This workshop will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape Task 3.1, Develop Streetscape Concept.
- Responsible Party: Consultant

Task 2.2: Community Workshop #2

- An interactive workshop that will use clicker technology, modeling tools, and maps to present the streetscape design concept alternatives. Community will decide on preferred alternatives. Continue to solicit feedback from the community to shape Task 3.3, Draft Complete Street Plan.
- Responsible Party: Consultant

Task 2.3: Community Workshop #3

- Present Draft Design Concept and Report and continue to solicit feedback for public comments to shape Task 3.3, Draft Complete Street Plan and Task 3.6, Final Complete Street Plan.
- Responsible Party: Consultant

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Task #	Deliverable
2.1	PowerPoint Presentation, Workshop Summary, Photos
2.2	PowerPoint Presentation, Workshop Summary, Photos
2.3	PowerPoint Presentation, Workshop Summary, Photos

3. Streetscape Plan

Task 3.1: Develop Streetscape Concept

- Based on the existing conditions report and the community input from Workshop #1, a streetscape concept will be developed. Streetscape conceptual design will incorporate complete streets concepts and will include plans, sketches, and photos.
- Responsible Party: Consultant

Task 3.2: Develop Conceptual Design Concept Alternatives

- Up to three complete street conceptual design alternatives will be developed. Illustrations will be made in plan-view, as street cross sections, and as sketches. A model simulation will be developed for each alternative. The alternatives will be prepared and presented at Community Workshop #2.
- Responsible Party: Consultant

Task 3.3: Draft Complete Street Plan

- Based on the preferred design alternative chosen in Workshop #2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- Responsible Party: Consultant

Task 3.4: Identify Potential Funding Sources

- Review and identify potential funding sources for future implementation of the preferred alternative.
- Responsible Party: Consultant

Task 3.5: Joint Planning/Parking and Safety/Bicycle/Housing Advisory Commission Meeting

- Coordinate a joint session among the four commissions to review the draft report and conceptual design alternative. Solicit feedback, respond to any questions, and resolve any critical issues.
- Responsible Party: The City/Consultant

Task 3.6: Final Complete Street Plan

- Complete the final report that addresses the comments given from Workshop #3 and the Joint Commission Meeting. An ADA accessible electronic copy of the final report will be submitted to Caltrans. The final report shall credit the FTA, FHWA, or Caltrans' financial contribution on the cover or title page.
- Responsible Party: Consultant

Task 3.7: Present Plan to City Council

- Present the final Complete Street Plan at the City Council meeting. Resolve any critical issues. Action taken by City Council to Adopt/Accept/Reject final City Complete Street Plan.
- Responsible Party: The City/Consultant

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Task #	Deliverable
3.1	Sketches, illustrations
3.2	Sketches, illustrations
3.3	Draft Report
3.4	Funding Source Report
3.5	PowerPoint Presentation, Workshop Summary, Photos
3.6	Final Report
3.7	Meeting Notes

3 Fiscal Management

Task 4.1: Invoicing

- Submit complete invoice packages to Caltrans district staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: The City

Task 4.2: Quarterly Reports

- Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: The City

Task #	Deliverable
4.1	Invoice Packages
4.2	Quarterly Reports

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Project Timeline Checklist and Sample

The Project Timeline is the official documentation of the budget and time frame of the project. **The Project Timeline must be consistent with the Scope of Work and the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

The Project Timeline must:

- ☐ Use the Fiscal Year 2020-21 template provided (do not alter the template) and submitted in Microsoft Excel format
- ☐ List all tasks and sub-tasks with the same title as stated in the scope of work
- ☐ Include task and sub-task numbers in proper sequencing, consistent with the scope of work
- ☐ Include a task for a kick-off meeting with Caltrans at the start of the grant
- ☐ Include a task for procurement of consultants, if consultants are needed
- ☐ Include a task for quarterly reporting to Caltrans
- ☐ Include a task for invoicing
- ☐ List the responsible party for each task and sub-task, and ensure that it is consistent with the scope of work (i.e. applicant, sub-applicant, or consultant)
- ☐ Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
- ☐ State a realistic total cost for each task based on the work that will be completed.
- ☐ Project management/administration costs (e.g., quarterly reports, invoicing, project management meetings) should not exceed five percent of the grant amount requested
- ☐ Include a proportional spread of local match amongst each task. The match amount must be at least the minimum amount required by the grant program
- ☐ Identify the indirect cost rate if indirect costs will be reimbursed
- ☐ Include a best estimate of the amount of time needed to complete each task
- ☐ Start the timeframe at the beginning of the grant period (July 2020 for MPO/RTPAs; September 2020 for non-MPO/RTPAs)
- ☐ Extend the timeframe all the way to the end of the grant period (Project end dates differ based on applicant type and type of funds, i.e., State or federal. See Grant Application Guide, Pages 26-27, for details)
- ☐ List the deliverable for each task as stated in the scope of work

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sample Project Timeline

California Department of Transportation
 Sustainable Transportation Planning Grants
 Fiscal Year 2020-21

SAMPLE PROJECT TIMELINE

Project Title		City of Can Do Complete Street Plan										Grantee										The RTPA of Can Do															
Task Number	Task Title	Responsible Party	Budget				FY 2020/21										FY 2021/22										FY 2022/23										Deliverable
			Total Cost	Grant Amount	Local In-Kind Match	Local Cash Match	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J							
1.0 Project Initiation																																					
1.1	Project Kick-off Meeting	The City	\$970	\$776	\$194	\$0																															Meeting Notes
1.2	Staff Coordination	The City	\$3,000	\$2,400	\$600	\$0																															Monthly Meeting Notes
1.3	RFP for Consultant Services	The City	\$1,500	\$1,200	\$300	\$0																															Copy of Procurement Procedures and Executed Consultant Contract
1.4	Identify Existing Conditions	Consultant	\$2,400	\$1,920	\$480	\$0																															Existing Conditions Report
2.0 Public Outreach																																					
2.1	Community Workshop #1	Consultant	\$17,743	\$13,949	\$3,200	\$349																															PowerPoint Presentation, Workshop Summary, Photos
2.2	Community Workshop #2	Consultant	\$17,744	\$13,995	\$3,199	\$350																															PowerPoint Presentation, Workshop Summary, Photos
2.3	Community Workshop #3	Consultant	\$17,743	\$14,194	\$3,550	\$18																															PowerPoint Presentation, Workshop Summary, Photos
3.0 Streetscape Plan																																					
3.1	Develop Streetscape Concept	Consultant	\$25,000	\$20,000	\$5,000	\$0																															Sketches, Illustrations
3.2	Develop Conceptual Design Concept Alternatives	Consultant	\$12,000	\$9,600	\$2,400	\$0																															Sketches, Illustrations
3.3	Draft Complete Street Plan	Consultant	\$18,000	\$14,400	\$3,600	\$0																															Draft report
3.4	Identify Potential Funding Sources	Consultant	\$1,500	\$1,200	\$300	\$0																															Funding Source Report
3.5	Joint Planning/Parking and Safety/Bicycle Advisory Commission Meeting	The City/Consultant	\$2,200	\$1,760	\$440	\$0																															PowerPoint Presentation, Workshop Summary, Photos
3.6	Final Complete Street Plan	Consultant	\$7,000	\$5,600	\$1,400	\$0																															Final Report
3.7	City Council Adoption	The City/Consultant	\$500	\$400	\$100	\$0																															Meeting Notes
4.0 Fiscal Management																																					
4.1	Invoicing	The City	\$1,000	\$800	\$200	\$0																															Invoice Packages
4.2	Quarterly Reports	The City	\$1,200	\$960	\$240	\$0																															Quarterly Reports

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities.

Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: _____ %

This sample timeline is for illustrative purposes only. Your scope of work and timeline will include different tasks, funding amounts, deliverables, etc. The project timeline must be consistent with the scope of work. **Note:** Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the at least the minimum required match percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements.

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Third Party In-Kind Valuation Plan Checklist and Sample

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and sub-task and serves as documentation for the goods and/or services to be donated. **The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Project Timeline and Grant Application Cover Sheet.**

This document is required upon grant award as a condition of grant acceptance.

The Third Party In-kind Valuation Plan must:

- ☐ Use the FY 2020-21 template provided (do not alter the format)
- ☐ Name the third party in-kind local match provider
- ☐ Describe how the third party in-kind local match will be tracked and documented for accounting purposes
- ☐ Describe the fair market value of third party in-kind contributions and how the values were determined
- ☐ Include an itemized breakdown by task and sub-task consistent with the project timeline
- ☐ Identify consistent in-kind local match amount also reflected on the grant application cover sheet

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sample Third Party In-Kind Valuation Plan

Sample
Third Party In-Kind Valuation Plan

Task	Activity	Title	Name of In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number or Hours	Estimated Cost	
2.1	Community Workshop #1	Donated Workshop Conference Room	CBO	The rental rate is established by CBO.	\$50	4	\$200	
		Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170	
2.2	Community Workshop #2	Use of Projector and Laptop	CBO	The rental rate is established by CBO.	\$50	4	\$200	
		Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170	
2.3	Community Workshop #3	Copies and Flyers	CBO	Average Copy Costs	\$0.35	570	\$200	
		Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170	
		Total In-kind Match :						\$1,111

How the third party in-kind match will be documented for accounting purposes:	The third party in-kind provider will submit a statement for donated services rendered to the City of Can Do with the value of the estimated cost for each task noted.
--	--

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Local Resolution Checklist and Sample (not applicable to MPO/RTPAs)

A Local Resolution is NOT required at the grant application stage; however, it is required upon award, as a condition of grant acceptance.

The Local Resolution must:

- ☐ State the title of the project 1
- ☐ State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant 2
- ☐ NOT be more than a year old or will not be accepted 3
- ☐ Be signed by the governing board of the grant applicant 4

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Sample Local Resolution

CITY OF CAN DO RESOLUTION NO. 009-2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CAN DO COMPLETE STREET PLAN

1

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

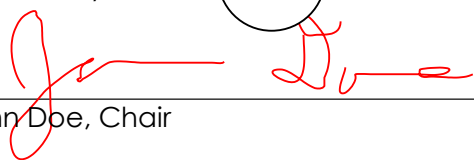
2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of January, 2019.

3

4



John Doe, Chair

ATTEST:



Eileen Wright, Executive Director

Caltrans District and Regional Agency Boundaries Map



Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Caltrans Sustainable Transportation Planning Grants District Contact List

DISTRICT	CONTACT	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Mendocino and Lake Counties Rex Jackman (707) 445-6412 Email: rex.jackman@dot.ca.gov Del Norte and Humboldt Counties Kevin Tucker (707) 441-5770 Email: kevin.tucker@dot.ca.gov	• Del Norte LTC • Humboldt CAOG • Lake CCAPC • Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah (530) 229-0517 Email: kathy.grah@dot.ca.gov	• Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	Sacramento and Yolo Counties Alex Fong (530) 634-7616 Email: alexander.fong@dot.ca.gov Butte, Colusa, Glenn, Sierra, Sutter, and Yuba Counties Shannon Culbertson (530) 741-5151 Email: shannon.culbertson@dot.ca.gov El Dorado, Nevada, Placer, Tahoe Basin Kevin Yount (530) 741-4286 Email: kevin.yount@dot.ca.gov	• Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Becky Frank (510) 286-5536 Email: becky.frank@dot.ca.gov Ariam Asmerom (510) 286-5572 Email: ariam.asmerom@dot.ca.gov	• Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Hana Mengsteab (805) 549-3130 Email: hana.mengsteab@dot.ca.gov	• Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Association of Monterey County Bay Area Governments • Santa Barbara CAG • San Luis Obispo COG
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Lorena Mendibles (559) 445-5421 Email: lorena.mendibles@dot.ca.gov	• Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC

Attachment III

Caltrans Sustainable Transportation Planning Grant Program

Caltrans Sustainable Transportation Planning Grants District Contact List - continued

DISTRICT	CONTACT	MPO/RTPA
DISTRICT 7 100 S. Main Street Los Angeles, CA 90012	Melanie Bradford (213) 897-9446 Email: melanie.bradford@dot.ca.gov	Southern California Association of Governments
DISTRICT 8 464 W. 4 th Street Mail Station 722 San Bernardino, CA 92401	Ricky Rivers (909) 806-3298 Email: ricky.rivers@dot.ca.gov Stephanie Gallegos (909) 383-4057 Email: stephanie.gallegos@dot.ca.gov	Southern California Association of Governments
DISTRICT 9 500 S. Main Street Bishop, CA 93514	Mark Heckman (760) 872-1398 Email: mark.heckman@dot.ca.gov	- Inyo LTC - Mono LTC - Eastern Kern (COG)
DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	Mountain Counties Gregoria Ponce (209) 948-7325 Email: gregoria.ponce@dot.ca.gov Merced, San Joaquin, Stanislaus Counties Tom Dumas (209) 941-1921 Email: tom.dumas@dot.ca.gov	- Alpine County LTC - Amador CTC - Calaveras COG - Mariposa LTC - Merced CAG - Tuolumne CTC - San Joaquin COG - Stanislaus COG
DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110	San Diego County Barby Valentine (619) 688-6003 Email: barbara.valentine@dot.ca.gov Imperial County Beth Landrum (619) 403-3217 Email: beth.landrum@dot.ca.gov	- San Diego Association of Governments - Southern California Association of Governments
DISTRICT 12 1750 E. 4 th Street Santa Ana, CA 92705	Marlon Regisford (657) 328-6288 Email: marlon.regisford@dot.ca.gov Cole Iwamasa (657) 328-6540 Email: cole.iwamasa@dot.ca.gov	Southern California Association of Governments

Attachment III

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Attachment III

Attachment III

California Department of Transportation
Division of Transportation Planning
1120 N Street
Sacramento, CA 95814
<https://dot.ca.gov/programs/transportation-planning>



City Council Agenda Report

**Agenda
Item No.
11.d.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-127,
APPROVING AN AGREEMENT WITH DUDEK FOR
CONSULTING SERVICES TO UPDATE THE HOUSING
ELEMENT AND PREPARE SAFETY AND
ENVIRONMENTAL JUSTICE ELEMENTS OF THE CITY'S
GENERAL PLAN

SUMMARY: A consultant is needed to complete an update to the Housing Element of the City's General Plan and create the Safety, and Environmental Justice elements. Staff issued an Request for Proposals for consulting services, and upon review of the submissions and interviews of the participating firms, Dudek has been selected as the responsive, low-bid consultant to complete these services.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-127, approving an agreement with Dudek for conducting an update to the Housing Element, and creation of the Safety and Environmental Justice Elements, for an amount not to exceed \$199,995.

FISCAL IMPACT: This item was appropriately budgeted in the Fiscal Year 2020-21 General Fund. The \$199,995 will be paid from account number 01-140-1430-5215 which was created to fund general plan updates.

DISCUSSION: The Governor's Office of Planning and Research (OPR) sets forth requirements for General Plans throughout the State and one of the elements that is required in every General Plan is the Housing Element which has to be updated every eight years. The Safety Element is required to be adopted by every city along with the 6th Cycle Housing Element update which is due on October 15, 2021. Finally, the Environmental

Justice Element is required to be adopted since the City contains disadvantaged communities, and this element has to be implemented if two or more elements are updated.

The Housing Element will be updated to include the goals, policies, programs, strategies, and actions the City will undertake to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the planning period (2021-2029) in all economic segments of the community. The implementation of SB 375 (2007) requires that the next Housing Element be certified by the State no later than October 15, 2021. The updated Housing Element must address the City's Regional Housing Needs Assessment (RHNA) allocation. Southern California Association of Governments (SCAG), in consultation with HCD, have developed the 2020 RHNA Allocation Plan, including the City's allocation, separated into four income categories.

Per Government Code Sections 65302 et seq., local jurisdictions must update the Safety Element related to fire hazards, climate adaptation, and resiliency strategies upon this revision of the Housing Element. The Safety Element must be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of the Office of Planning and Research's "Fire Hazard Planning" document. This will also integrate the Local Hazard Mitigation Program. The City of South El Monte is using the Housing Element update process to ensure that the Safety Element of the General Plan complies with State regulations.

Per Government Code Sections 65302 et seq., local jurisdictions must create an Environmental Justice Element. An Environmental Justice Element will include objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity. As part of the Housing Element update process, the City of South El Monte is including the Environmental Justice Element into the General Plan and ensure that it complies with State regulations.

Agenda Item Prepared By: Ian McAleese, Assistant Planner

ATTACHMENTS:

[Attachment A - Resolution No. 20-127](#)

[Attachment B - Dudek Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-127

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH DUDEK
FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT,
AND CREATE THE SAFETY, AND ENVIRONMENTAL JUSTICE
ELEMENTS OF THE CITY'S GENERAL PLAN

WHEREAS, the City of South El Monte requires consultant services for the update of Housing Element and create the Safety and Environmental Justice elements of the General Plan, which cannot be handled by City staff; and

WHEREAS, the City seeks to enter into an agreement with Dudek, in an amount not to exceed \$199,995, for the update of the Housing, Safety and Environmental Justice Elements, and the completion of the necessary CEQA documentation; and

WHEREAS, the City Council now wishes to authorize the City Manager, or her designee, to execute a contract with Dudek, for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Manager, or her designee, to execute an agreement with Dudek, in an amount not to exceed \$199,995 and subject to approval as to form and content by the City Attorney's Office.

PASSED, APPROVED AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-127 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 8th day of December, 2020 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

DUDEK

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2020 by and between the City of South El Monte, a California, a municipal corporation (“City”) and DUDEK, 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 One Hundred Ninety Nine Thousand Nine Hundred and Five

Dollars and Zero Cents (\$199,995.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and 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 three years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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:

Asha Bleier, AICP
(Name)

Project Manager
(Title)

Shannon Wages, AICP
(Name)

Housing Element Lead
(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 Ian McAleese, 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 Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

DUDEK, a California corporation

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 document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 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 OR TYPE OF DOCUMENT

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

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 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: _____

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☐ OTHER _____	

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:

A. Task 1 – Project Administration

- a. Task 1.1 – Project Kick Off. Consultant will prepare for and attend a kickoff meeting with City staff to review the scope of work, schedule, and collaboration tools. Consultant will discuss with City staff the project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.
- b. Task 1.2 – Project Schedule Development. Consultant will prepare a critical path schedule. Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 15, 2021. The schedule shall:
 - i. Identify project milestones (tasks) with time for staff review of work products throughout the project,
 - ii. Include public outreach timeline with public meetings and anticipated commission and council hearings,
 - iii. Include outreach in compliance with SB 18, AB 52 and SB1000 regulations,
 - iv. Include anticipated environmental review timeline, and
 - v. Include timelines for response to State HCD review and State HCD certification of the Housing Element Update and City staff review times.
- c. Task 1.3 – Project Coordination. Consultant’s Project Manager, Asha Bleier, and the task leads, as needed, will meet with City staff for a minimum of ten (10) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved.

Consultant assumes these meetings will be conducted virtually and will provide the City with Zoom video conferencing lines. However, Consultant has included travel budget in case Covid-related restrictions are lifted and meetings are conducted in person at the City offices. Consultant assumes that any requirements for in person meetings will be discussed with the project team in advance and that all parties agree depending on the circumstances at that time and provided Covid-related safety measures are in place. Consultant will prepare a meeting summary, including action items, for each meeting. Consultant will coordinate with staff to create and provide support for presentations City staff and/or stakeholders as necessary.

- d. Task 1.4 – RHNA Support. Consultant will assist City staff during the RHNA allocation process, if needed. This support will include developing a timeline for the RHNA review and appeal process (if necessary) and assisting the City throughout the RHNA allocation process.

B. Task 2 – Housing Element Amendment

- a. Task 2.1 – Housing Element Review. Consultant will review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element amendment. Consultant will identify all obsolete information, tables, exhibits and illustrations. Consultant will prepare an analysis of the City’s progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2014-2021). This description of the outcomes of the prior Housing Element’s goals, objectives, policies, and programs will be prepared to determine effectiveness. Results will be quantified where possible. For each program in the prior Housing Element, a comparative analysis will be conducted comparing planned goals to what was actually achieved. Determinations will be made regarding if the prior Housing Element met, exceeded, or fell short of what was anticipated. Consultant will utilize the Housing Element Annual Progress Reports and other City reports to form the basis for evaluation. A description of the lessons learned from the described review and analysis will be written and will also include how the goals, objectives, policies, and programs in the updated Housing Element will be changed to incorporate the insights gleaned from the analysis.
- b. Task 2.2 – Housing Element Assessment. Consultant will complete a housing assessment and needs analysis pursuant to State housing law. Under this task, Consultant will obtain and analyze demographic, economic, infrastructure and housing data. Consultant will create a

demographic profile of the City's population and employment, both current and projected during the timeframe of the Housing Element; and prepare a quantification and evaluation of existing and projected housing needs. The City RHNA numbers and additional resources will be used to address these needs. Existing housing needs will be determined by synthesizing information on housing developments at risk of conversion, housing stock characteristics, overpayment, overcrowding, population, employment, and household characteristics. Future housing needs will be projected using population and employment trends, as well as housing need for all income levels. City RHNA numbers will be utilized here. Special housing needs for uniquely situated residents such as large families, female-headed households, people experiencing homelessness, people with disabilities, and seniors will be considered. Fair housing will also be incorporated into the Housing Update per Assembly Bill 686 requirements. This will include recommendations for additions or adjustments to fair housing goals and actions.

- c. Task 2.3 – RHNA Sites Analysis. Consultant will prepare an "adequate sites analysis" showing the relationship between the City's RHNA allocation, and the City's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. If needed, Consultant will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity. Consultant will identify units that are substantially rehabilitated, converted to affordable, or preserved as affordable to be included in the adequate sites requirement. Projects that would potentially qualify for RHNA credit will be specifically identified in collaboration with City staff. Consultant will work with City staff to prepare an inventory for land suitable for residential development. This will include vacant sites and sites with the potential for redevelopment. An analysis of the relationship of zoning and public facilities with these sites will be conducted. Consultant will work with City staff to identify sites and establish necessary units to accommodate the RHNA for lower-income households. The inventory of land suitable for residential development will be focused on sites that can be developed for housing within the planning period. Assessor's data, zoning and land use information, City staff input, public input, and Assembly Bill 686 considerations will all be weighed in forming recommendations. Consultant assumes that the City staff will provide information based on their experience and trends, as well as vacant/non-vacant site verification. Considerations will include existing uses, development and market trends, and availability of regulatory or other incentives. Consultant will prepare a general description of environmental constraints to the development of housing, including a description of water, sewer, and other dry utilities supply. This

would include information on the availability and access to distribution facilities, which Consultant assumes will be provided by City staff.

- d. Task 2.4 – Resources Identification. Consultant will identify programmatic, physical, and financial housing resources available in the City. In addition, Consultant will identify governmental and nongovernmental constraints to housing production. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, Consultant will propose strategies to address them. Consultant will identify and analyze potential and current governmental and non-governmental constraints to the maintenance, improvement, or development of housing for all income levels, including housing for people with disabilities. The analysis will include an in-depth land use and policy review including General Plan, zoning, subdivision regulations, and availability of infrastructure and entitlement processes. The analysis will cite specific standards and evaluate their impact on the supply and affordability of housing. This analysis will determine if these local regulations pose constraints and will demonstrate local efforts to remove constraints that hinder a jurisdiction’s ability to meet its housing needs. The analysis will address constraints related to cost (i.e., fees and exactions); the Municipal Code; enforcement; land use controls; and approval procedures, timing and certainty. In addition, constraints for people with disabilities will be discussed and non-governmental constraints will be analyzed such as land prices, construction costs and financing availability.. New state law also requires discussion of lending, labor shortage, “not in my backyard” (NIMBY)ism, and private and environmental constraints, which will be discussed in this analysis.
- e. Task 2.5 – Housing Element Revisions. Consultant will revise the Housing Element for consistency with other General Plan elements, compliance with State law, and certification by October 2021. Consultant will work with the City to develop goals, policy actions and programs to be included in the Housing Element. These programs will include, at a minimum, an address and removal of housing constraints, an identification of adequate sites, assistance with the development of housing, improvement and conservation of the existing housing stock, preservation of units at-risk of conversion to market rates, and promotion of equal housing opportunities. As part of this effort, Consultant will also survey the various public and private housing services in the City and evaluate the effectiveness of their services and offer recommendations for how to improve services to meet current and projected housing needs. Consultant will participate in up to two working meetings with City staff.

- f. Task 2.6 – Housing Element Maps and Figures Updates. Consultant will revise maps and figures in the Housing Element and other elements of the General Plan for consistency throughout the General Plan document. Consultant has an in-house team of graphic designers that will create visually appealing and easy to understand maps and graphics to accompany the Element. Consultant also has access to Urban Footprint that can be used for mapping needs.

C. Task 3 – Safety and Environmental Justice Element Creation.

As previously described, because of the current structure and inclusion of public health in the current General Plan Public Safety Element and because the entirety of the City is located in high ranking pollution burdened areas (refer CalEnviroScreen 3.0 snapshot), Consultant proposes that the most prudent and cost-effective approach is to address environmental justice concerns specific to SB 1000 in a new combined Safety and Environmental Justice Element, which will build off and replace the existing Public Safety Element.

- a. Task 3.1 – Review Safety and Environmental Justice Element Requirements. Consultant will review the requirements for the Safety and Environmental Justice Element to determine what will need to be drafted to be in compliance with State law. A combined element meets the legal requirements and will provide the City with an improved path forward during implementation. Under this task, Consultant will create a “regulatory crosswalk” (i.e., a spreadsheet for identifying regulatory requirements) that includes the key requirements of the Office of Planning and Resource OPR guidelines for Safety and Environmental Justice Elements. Consultant will use this crosswalk to document changes to the plan and confirm that the plan meets all applicable requirements. Consultant have found that the use of these crosswalks help during staff and decision- maker review to explain how the plan was developed and document the use of best practices. These crosswalks also assist in review, as they provide a shared framework from which policy can be adjusted, providing staff and decision makers’ flexibility by easily allowing them to reference the legal requirements.
- b. Task 3.2 – Create a Draft Safety and Environmental Justice Element. Under this task, Consultant will prepare a draft Safety and Environmental Justice Element for staff review and comment. As part of this effort, Consultant will perform a risk assessment in accordance with the requirements of SB 1000 and the guidance outlined in the California Adaptation Planning Guide 2.0 requirements. First, Consultant will map the spatial extent of the following hazards and public health concerns:

- i. Historic Hazards
 - 1. Seismic hazards
 - 2. Landslides
 - 3. Hazardous materials managements
- ii. Historic Hazards Influenced by Climate Change
 - 1. Flooding
 - 2. Wildfires
- iii. Emerging Climate-Related Hazards
 - 1. Air Pollution
 - 2. Extreme heat
- iv. Public Health and Environmental Justice Concerns
 - 1. Park access
 - 2. Active and public transportation access
 - 3. Civic institution access (e.g., libraries, community centers)
 - 4. Food access
 - 5. Health risk factors

For each hazard, Consultant will highlight which populations (e.g. such as the elderly or those without cars) are most vulnerable to each hazard.

Consultant will also document the presence of these groups in the City's disadvantaged communities, the City as a whole, and the State. In coordination with the first-responder stakeholders, Consultant will identify important critical assets needed to respond and recover from hazard events. The identified assets will include, at a minimum, emergency response facilities (e.g., hospitals, fire stations), utilities and communication infrastructure, and transportation infrastructure. Consultant will map these assets and determine which facilities are at risk. Consultant will assess how to fortify critical assets in hazard zones that cannot feasibly be relocated outside of hazard zones.

- c. Task 3.3 – Revise Safety and Environmental Justice Element. Consultant will work with City staff to revise the draft Safety and Environmental Justice Element to ensure consistency with other General Plan elements and compliance with State law. This task assumes one round of revision and up to two virtual working meeting to work through any additional changes.

D. Task 4 – Community Outreach and Engagement.

Below is Consultant's of the approach to perform a robust community outreach and engagement effort for the Housing Element to gather community perspectives on issues including, but not limited to, housing affordability, housing types and design, housing delivery strategies and housing financing methods. Consultant will work with the City to refine the tasks below into a Public Engagement Plan, which outlines the advertising and data collection methodologies of each subtask and potential substitution of subtasks to best fit the needs of the planning process

- a. Task 4.1 – Outreach Programming, Virtual Engagement. Consultant will coordinate with the City to create a project webpage on the City's website that hosts the outreach events and information about the planning process, including the online public meetings, recordings, and online survey. The webpage will include the following building blocks and will be further refined in conversations with City staff:
 - i. A 'News and Events' blog that can be updated by non-technical project staff with the option of allowing moderated public comments,
 - ii. An 'About' section describing the project goals and timeline,

- iii. A 'Resources' section providing links to project related documents (e.g., reports, maps, links to recorded online public meetings), editable and updateable by non- technical staff,
 - iv. A form allowing visitors to subscribe to a project email subscription database, and
 - v. A 'Frequently Asked Questions (FAQ)' page, updateable by non-technical staff.
- b. Stakeholder Engagement. Consultant will work with the City to identify and interview relevant stakeholders from the private, public and non-profit sectors who play a role in addressing housing needs in the City. Consultant will conduct one collective virtual stakeholder presentation and follow up with individual break-out meetings in the form of phone interviews. Consultant has budgeted two days' worth of stakeholder interviews and will remain flexible to hold these during times most convenient for the stakeholders. Consultant will maintain a contact sheet of all stakeholders and work with City staff to arrange meeting times. Consultant will be responsible for preparing presentations and questions and record minutes for each meeting.
- c. Online Public Workshop One – Project Introduction and Community Visioning. In the first community online public meeting, Consultant will introduce the project and the purpose of the project. Consultant will explain how the City and the Consultant will work with the community to create the elements. Specifically, Consultant will explain the key legal outcomes of both elements and how these plans will be used by the City so that it remains a great place to live. Community visioning will focus on general community goals that can be implemented in the Housing and Safety/Environmental Justice Elements. Consultant will collect data through the use of polls in the online public meeting. Consultant will also have time at the end of online public meeting for free-flowing discussion where people can ask questions or make recommendations. People who are not comfortable talking can use the chat feature to add questions or comments. The online public meeting will also include links to the online platforms, survey, and an email to submit comments.
- d. Online Public Workshop Two – Policy Review. In the second community online public meeting, Consultant will review potential policy ideas generated by the project team. Consultant will arrange the policies by the technical feasibility and cost to help inform participants of the potential

ease of implementation. Consultant will run simple polls to identify the most supported policies, then will lead a nuanced discussion on how these policies can be further customized to best meet the needs of the community.

- e. Online Public Workshop Three – Plan Review. The final community online public meeting will function similar to a public workshop and will occur after the public review draft is published. Consultant will present an overview of the plan and key findings for those participants who may not have reviewed the plan. Consultant will highlight where the plan is located and how to submit written comments, and will answer specific questions. Consultant will submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.
- f. Task 4.2 – Public Meetings. Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and City Council. Consultant’s project manager and task leads will be prepared to attend, in total, a minimum of three (3) public hearings held by the Planning Commission and/or City Council.

E. Task 5 – Facilitation of Review and Approval of General Plan Amendments

- a. Task 5.1 - Ongoing Staff Review Draft of Housing Element Amendments, and Safety and Environmental Justice Element Drafts. As work progresses, Consultant will provide drafts of each element section for review. Consultant will coordinate with City staff to provide adequate time for review and discussion of revisions for each element. Consultant assumes one administrative draft and one public review draft, with up to two virtual working meetings with City staff to address comments. This work is included in Tasks 2.6 and 3.3.
- b. Task 5.2 - First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft. Consultant will work with City staff to review comments/suggestions on previous versions. Consultant will incorporate revisions and prepare final drafts of the Housing, Safety, and Environmental Justice Elements using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. This will include conducting the proper public outreach and notifying interested parties and agencies.
- c. Task 5.3 - First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft. Following public review and

comment period, consultant will prepare Final Draft Housing, Safety, and Environmental Justice Elements in response to comments from State HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public.

- d. Task 5.4 - State Certification and City Adoption. Consultant will help the City to facilitate State review and certification of the Housing Element. Upon adoption of the Final Draft Housing, Safety, and Environmental Justice Elements by the City Council, Consultant will prepare a final version of the documents for inclusion in the General Plan document.
- e. Task 5.5 - Public Noticing. Consultant will prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and State regulations. Consultant will coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition, Consultant will carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

F. Task 6 – Environmental Analysis.

- a. Task 6.1 - Environmental Determination. Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Housing, Safety, and Environmental Justice Elements in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq). Since the level of environmental review has not yet been determined, this proposal includes two optional tasks: Mitigated Negative Declaration (MND) and an Environmental Impact Report (EIR).
- b. Task 6.2 - Draft of Environmental Analysis. Consultant will provide legally defensible documents that are supported by substantial evidence. Consultant will conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner. Consultant's environmental experts will work collaboratively with the City; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes.
- c. Option 1: MND. For Option 1, Consultant will complete the following tasks:

- i. Consultant will prepare a comprehensive project description. Consultant will complete any background or data collection as needed. It is not anticipated that any technical studies will be required for the MND.
 - ii. Consultant will then prepare an internal review draft of the Initial Study (“IS”)/Negative Declaration(“ND”)/MND and provide one electronic copy to the City. Consultant will revise per one consolidated set of review comments from the City.
 - iii. Consultant will prepare a draft for public review of the ND/MND and provide one electronic copy to the City.
 - iv. Consultant will prepare the Notice of Completion and Notice of Intent to Adopt. Consultant will assist with the review and response to any public comments (up to 15 comments; one letter may have multiple comments), and revise the document as needed.
 - v. Consultant will prepare the Mitigation, Monitoring and Reporting Program if applicable. Consultant will prepare the final document for public hearings.
- d. Option 2: Program EIR (PEIR). Working in coordination with City staff, Consultant will prepare the PEIR, beginning with the Introduction, Environmental Setting and Project Description. The PEIR will build off the analysis conducted in the Technical Reports to present an analysis of the environmental effects of the project. Environmental issues addressed in the PEIR will be consistent with the CEQA Guidelines and Appendix G. The PEIR will include an analysis of the anticipated impacts of the project as well as recommendations for measures to reduce or avoid impacts, an assessment of how the project may contribute to cumulatively considerable impacts, an evaluation of a reasonable range of feasible alternatives, and a review of other CEQA considerations, including the projects potential to induce growth and result in the significant irretrievable commitment of natural resources. Preparation of the PEIR will be an iterative process. Following refinement of the Project Description and completion of Technical Reports, Consultant will prepare an Administrative Draft PEIR to submit to the City for review. Upon completion of the City’s review, Consultant will revise the Administrative Draft into a Screencheck Draft PEIR for a final review by City staff. Following review of the Screencheck Draft, Consultant will prepare the public review Draft PEIR. As part of this task, Consultant will also

prepare the Notice of Completion (NOC), Notice of Availability (NOA), and the Governor's Office of Planning and Research (OPR) Summary Form. The City will have one (1) round of review and comment on the NOC, NOA, and OPR Summary Form. Following the public's review of the Draft PEIR, Consultant will begin preparation of the Final PEIR by organizing any comment letter received, naming each letter, and assigning an alphanumeric designator, and bracketing each letter. Consultant will provide draft Response to Comments and prepare revisions to the Final PEIR; it is assumed Consultant will respond to up to 30 comments (note: one comment letter may have multiple comments). An Administrative Final PEIR will be submitted to City staff for review. Consultant will prepare a revised Administrative Draft PEIR, including the Response to Comments, for the City to review; and, thereafter, submit a revised Screencheck Final PEIR, including a Draft Mitigation Monitoring and Reporting Program. Following staff's review of the Screencheck Final PEIR, Consultant will prepare the Final PEIR for consideration by the City Planning Commission and City Council. Consultant will also review the City's draft Findings of Fact and Statement of Overriding Considerations.

- e. Technical Reports to Support EIR; Air Quality and GHG. Consultant will prepare a combined technical report assessing the air quality and greenhouse gas (GHG) emissions impacts of the project utilizing the significance thresholds in Appendix G of the CEQA Guidelines. Technical documentation, including detailed emission estimates, will be provided in an appendix. Consultant will estimate construction and operational emissions of criteria air pollutant using the California Emissions Estimator Model (CalEEMod) based on basic land use inputs and evaluate significance based on the City's significance criteria. If appropriate, we will identify mitigation measures to be incorporated into future projects. Consultant will also use CalEEMod to estimate GHG emissions from mobile sources, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal at buildout of the HEU based on the same assumptions utilized in the air quality analysis. Consultant will also estimate the GHG emissions from operation of the existing land use parcels that would change under the HEU, which will be used to calculate the net change in GHG emissions before evaluating against appropriate significance criteria.
- f. Cultural and Historic Resources. For the purposes of this project, a programmatic cultural resources analysis is most appropriate. This analysis includes: 1) Completion of a California Historical Resources Information System (CHRIS) records search for the entire Project area (no buffer); 2) Native American Coordination, including request of a Sacred

Lands File search with the Native American Heritage Commission (NAHC), outreach letters to tribes, and assistance with the City's required Assembly Bill (AB)-52 and Senate Bill (SB)- 18 processes; 3) Limited windshield survey of the Project area; 4) Limited background research to develop a Project-area context for the PEIR; and 5) completion of a cultural resources impacts assessment in support of the PEIR. For archaeological resources, the background research task will include a limited GIS sensitivity model based on existing knowledge of archaeological resources (prehistoric and historic period), to better support conclusions regarding the potential to encounter archaeological resources. Consultant anticipates the sensitivity model to include input from consulting tribes regarding tribal cultural resources. No resource evaluations will be conducted as part of the analysis, nor will any intensive-level surveys. However, the PEIR will include detailed mitigation measures for identification and treatment of archaeological and historic built environment resources in order to facilitate future project-specific activities within the proposed project area.

- g. Noise. With information prepared from the traffic impact analysis (TIA), Consultant will assess regional changes to traffic noise by comparing existing and future volumes at a quantity of up to the same set of roadway segments studied in the TIA, or that correspondingly adjoin up to a quantity of twenty potential housing sites studied by the HEU. Traffic noise for the existing conditions scenario will be estimated with the Federal Highway Administration (FHWA) Traffic Noise Model (version 2.5) or an alternative method at Consultant discretion. Consultant will also evaluate construction noise and vibration, as well as non-transportation stationary operation noise, and recommend mitigation measures to reduce impacts on noise and vibration to the extent feasible. The results of the analysis will be presented in a Noise Technical Report.
- h. Traffic. The transportation analysis for the PEIR will primarily be based on the vehicle miles traveled (VMT) metric consistent with SB 743 that requires that transportation impacts under CEQA be evaluated by VMT, and not, levels of service (LOS). To determine the trip generation estimates of the HEU, Consultant will conduct a trip generation analysis of the mix of residential uses of the project, including calculating net trip generation estimates of the project to account for the changes in land uses, based on the San Diego Association of Governments' (SANDAG's) *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region* (2002). Consultant will work with SANDAG to update the current Series model to provide model VMT output for the Existing Condition, the current Horizon Year (future buildout) Condition, and the Horizon Year Condition with the HEU. The VMT output for per capita and service

population metrics will be compared to Citywide and regional VMT metrics to determine VMT impacts of the HEU, and appropriate and feasible mitigation measures will be evaluated.

- i. Task 6.3 - Environmental Noticing, Outreach and Filing. Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the General Plan elements update. If necessary, Consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. This includes preparing notices and mailings for SB 18, AB 52 and SB1000 compliance, and completing response to comments. Consultant will also prepare a power point presentation for public scoping meeting. Consultant assumes the City will provide and maintain the public review contact list.
- j. Task 6.4 - Final Draft of Environmental Analysis. Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment. This work is included in the Task 6.2 above.
- k. Task 6.5 - Adoption As Needed. Consultant will prepare final findings of fact and statement of overriding considerations, and provide to City for review prior to distribution. Consultant will prepare and submit requiring filings with State agencies and County Recorder's Offices.

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

A. Task 1

- a. Meeting summary.
- b. Initial project schedule.

B. Task 2

- a. Administrative Draft of Housing Element, in Microsoft Word and PDF.

- b. Public Review Draft of Housing Element, in Microsoft Word and PDF.

C. Task 3

- a. Administrative draft of the Safety and Environmental Justice Element, in Microsoft Word and PDF.
- b. Public Review draft of the Safety and Environmental Justice Element, in Microsoft Word and PDF.

D. Task 4

- a. Final draft outreach program.
- b. Word document with webpage language and links.
- c. Stakeholder Contact Sheet.
- d. Stakeholder Interviews, including Presentation, Attendance and Meeting Minutes (1 collective presentation and 2 days of stakeholder interviews).

E. Task 5

- a. A total of 10 bound copies, one electronic copy in Microsoft Word format, one electronic copy in Adobe PDF of the Public Review Draft Housing and Safety/Environmental Justice Elements.
- b. A total of 10 bound copies, one electronic copy in Microsoft Word format, one electronic copy in Adobe PDF of the Final Draft Housing and Safety/Environmental Justice Elements.

F. Task 6

- a. Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Draft Environmental Analysis.

- b. One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word.
 - c. Twenty (20) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Final Draft Environmental Analysis.
 - d. One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word.
- 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. Weekly updates, containing information on all work completed to date and any potential concerns relating to future delays or issues completing work.
- 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. Asha Bleier, Project Manager
 - b. Shannon wages, Housing Element Lead
 - c. Rose Newberry, Safety and Environmental Justice Lead
 - d. Erika Van Sickel, Housing Planner
 - e. Michael Huff, Safety Planner – Hazards, Wildfire, and Evacuation
 - f. Lisa Maier, CEQA

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 1.1, Scope of Services, is hereby amended as follows (deleted language is shown in strikethrough, with amended language shown in *bold, italics*):

“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.~~ ***Consultant covenants that it shall perform the work and services required hereunder with the skill and care ordinarily exercised by members of the same profession practicing under similar circumstances.***”

I. Section 5.3, Indemnification, is hereby amended as follows (deleted language is shown in strikethrough, with amended language shown in *bold, italics*):

“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. ***Consultant is only required to provide payment in support of this defense, and need not provide an attorney for the City;***
- (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.
- (d) 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."

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

See 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.

Not Applicable.

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

RATES

Dudek Labor Hours and Rates														TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
Project							Project										
Project		Senior Specialist					Director/Environ	Publications	Technical Editor	Graphics							
Director/Environ	mental	II	Specialist II	Analyst III	Analyst V	mental	Specialist II	I	Designer III	Specialist IV	Specialist V	Specialist II					
Project Team Role:	mental	II	Specialist II	Analyst III	Analyst V	mental	Specialist II	I	Designer III	Specialist IV	Specialist V	Specialist II					
Team Member:	Asha Bleier	Shannon Wages	Rose Newberry	Erika Van Sickle	Lisa Maier	Michael Huff	Publications Specialist II	Technical Editor I	Graphics Designer III	Samantha Murray	Adam Poll	Sabita Tewani					
Billable Rate:	\$245	\$200	\$145	\$100	\$120	\$245	\$95	\$115	\$145	\$170	\$180	\$145					
ProjectAdministration																	
Project Kick Off	4	2	2	2	2								12	\$2,110		\$2,110	
Project Schedule Development	12		10										22	\$4,390		\$4,390	
Project Coordination	18	32	15	8									73	\$13,785		\$13,785	
RHNA Support (As Needed)	10	10											20	\$4,450		\$4,450	
Subtotal Task 1	44	44	27	10	2								127	\$24,735		\$24,735	
Housing Element Amendment																	
Housing Element Review	4	8		16									28	\$4,180		\$4,180	
Housing Element Assessment	8	16		32									56	\$8,360		\$8,360	
RHNA Site Analysis	8	12		30									50	\$7,360		\$7,360	
Resource Identification	2	12		24									38	\$5,290		\$5,290	
Housing Element Revisions	8	16		20			8	16					68	\$9,760		\$9,760	
Housing Element Maps and Figures Update	8	8		16			8		16				56	\$8,240		\$8,240	
Subtotal Task 2	38	72		138			16	16	16				296	\$43,190		\$43,190	
Safety and Environmental Justice (EJ) Element Creation																	
Review Safety and EJ Element Requirements	4		24										28	\$4,460		\$4,460	
Create Draft Safety and EJ Element	12		40	16	12	16	8	12	16				132	\$20,160		\$20,160	
Revise Draft Safety and EJ Element	4		24			4	2	2	8				44	\$7,020		\$7,020	
Subtotal Task 3	20		88	16	12	20	10	14	24				204	\$31,640		\$31,640	
Community Engagement and Public Hearings																	
Prepare Outreach Programming	16	20	28	28					16				108	\$17,100		\$17,100	
Public Meetings	20	16	16										52	\$10,420		\$10,420	
Subtotal Task 4	36	36	44	28					16				160	\$27,520		\$27,520	
Facilitation of Review and Approval of General Plan Amendments																	
Ongoing Staff Review	8	8	8										24	\$4,720		\$4,720	
First Draft of Housing, Safety/EJ Elements	4	8	8	8			6						34	\$5,110		\$5,110	
Final Draft of Housing, Safety/EJ Elements	4	8	8	8			6						34	\$5,110		\$5,110	
State Certification and City Adoption	8	32											40	\$8,360		\$8,360	
Public Noticing					12								12	\$1,440		\$1,440	
Subtotal Task 5	24	56	24	16	12		12						144	\$24,740		\$24,740	
Environmental Analysis																	
Environmental Determination	4												4	\$980		\$980	
Draft MND	4				125	16	12	20	4	8	16	16	221	\$30,480		\$30,480	
Environmental Noticing, Outreach and Filing	2						14						16	\$1,820		\$1,820	
Final Draft of Environmental Analysis	4				20		8	2		16	24	24	98	\$14,890		\$14,890	
Subtotal Task 6	14				145	16	34	22	4	24	40	40	339	\$48,170		\$48,170	
Total Base Hours and Fee	176	208	183	208	171	36	72	52	60	24	40	40	1270	\$199,995	\$0	\$199,995	

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Title	Start Date	Duration	End Date
Project Kick Off	11/26/2020	0	11/26/2020
Project Schedule Development	12/3/2020	0	12/3/2020
Project Coordination	11/26/2020	323	10/15/2021
RHNA Support (As Needed)	12/3/2020	96	3/9/2021
Housing Element Review	12/3/2020	31	1/3/2021
Housing Element Assessment	12/3/2020	62	2/3/2021
RHNA Site Analysis	1/3/2021	96	4/9/2021
Resource Identification	12/3/2020	62	2/3/2021
Housing Element Revisions	4/9/2021	91	7/9/2021
Housing Element Maps and Figures Update	4/9/2021	91	7/9/2021
Review Safety and EJ Element Requirements	12/3/2020	31	1/3/2021
Create Draft Safety and EJ Element	1/3/2021	96	4/9/2021
Revise Draft Safety and EJ Element	4/9/2021	30	5/9/2021
Prepare Outreach Programming	12/3/2020	243	8/3/2021
Public Meetings	8/3/2021	61	10/3/2021
Ongoing Staff Review	4/9/2021	91	7/9/2021
First Draft of Housing, Safety/EJ Elements	6/9/2021	30	7/9/2021
Final Draft of Housing, Safety/EJ Elements	7/9/2021	31	8/9/2021
State Certification and City Adoption	9/9/2021	0	9/9/2021
Public Noticing	8/9/2021	31	9/9/2021
Environmental Determination	2/9/2021	5	2/14/2021
Draft of Environmental Analysis	2/14/2021	115	6/9/2021
Environmental Noticing, Outreach and Filing	6/9/2021	30	7/9/2021

Final Draft of Environmental Analysis	7/9/2021	31	8/9/2021
Adoption (As Needed)	8/9/2021	31	9/9/2021
HCD Certification Process (3 months from Oct 2021)	10/1/2021	93	1/2/2022

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

A. See Above

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.
11.e.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rachel Barbosa, City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-128,
DENOUNCING XENOPHOBIA AND ANTI-ASIAN PACIFIC
ISLANDER (API) SENTIMENT ARISING DUE TO FEARS
OF THE COVID-19 PANDEMIC AND AFFIRMING THE
CITY'S COMMITMENT TO THE WELL-BEING AND
SAFETY OF ASIAN AMERICAN COMMUNITIES

SUMMARY: The resolution declares the City's commitment to the safety and well-being of the API community in South El Monte.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-128 denouncing xenophobia and anti-API sentiment and all microaggressions and hate crimes.

FISCAL IMPACT: There is no fiscal impact related to the approval of this resolution.

DISCUSSION: Since the 2019 outbreak of the COVID-19, COVID-19 has affected millions and caused the untimely death of many around the world. Some have used this pandemic as an opportunity to verbally and physically attack Asian Pacific Islander (API) Americans of all backgrounds and some have used this as an opportunity to unwelcome immigrants and Americans of different ethnic origins and Americans of mixed ancestry. Some have used divisive and inflammatory rhetoric to refer to the COVID-19 virus, which is inaccurate and stigmatizing, inciting fear and xenophobia, thus putting API Americans at risk.

Scientists have confirmed that the COVID-19 disease does not respect borders and is not focused on one ethnicity, and the World Health Organization has cautioned against using geographic descriptors because they can fuel ethnic discrimination.

The City of South El Monte joins school districts, cities, counties, and states across the country in affirming its commitment to the safety and well-being of the API community.

ATTACHMENTS:

[Resolution No. 20-128](#)

RESOLUTION NO. 20-128

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
DENOUNCING XENOPHOBIA AND ANTI-ASIAN PACIFIC ISLANDER
(API) SENTIMENT ARISING DUE TO FEARS OF THE COVID-19
PANDEMIC AND AFFIRMING THE CITY'S COMMITMENT TO THE
WELL BEING AND SAFETY OF API COMMUNITIES

WHEREAS, in December, 2019, an outbreak of respiratory illness due to a novel coronavirus (COVID-19) was first identified in Wuhan City, Hubei Province, China; and

WHEREAS, some have used this pandemic as an opportunity to verbally and physically attack Asian Pacific Islander (API) Americans of all backgrounds; and

WHEREAS, some have used this as an opportunity to unwelcome immigrants, Americans of different ethnic origins, and Americans of mixed ancestry; and

WHEREAS, some have used divisive and inflammatory rhetoric, referring at times to the COVID-19 virus as the "Chinese Virus" and "Kung-Flu"; and

WHEREAS, such rhetoric is inaccurate and stigmatizing, inciting fear and xenophobia, and thus putting API Americans at risk; and

WHEREAS, scientists have confirmed that the COVID-19 disease does not respect borders and it is not focused on one ethnicity, and the World Health Organization has cautioned against using geographic descriptors because they can fuel ethnic discrimination; and

WHEREAS, the San Gabriel Valley is home to APIs of various ethnic origins, and currently APIs make up about 11% of the population in the City; and

WHEREAS, the struggle against racism requires continued active resistance against it in collaboration with those striving for justice; and

WHEREAS, the City Council wishes to re-affirm its commitment to the well-being and safety of API community members and supports all to speak out against all forms of bigotry.

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

SECTION 1. The City of South El Monte denounces xenophobia, anti-API sentiment, all microaggressions, and hate crimes.

SECTION 2. The City of South El Monte joins cities, counties, school districts, and states across the Country in affirming its commitment to the safety and well-being of the API community.

SECTION 3. The City of South El Monte supports allies who have joined the fight to end xenophobia, hate crimes, and anti-API sentiment.

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

PASSED, APPROVED AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-128 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
11.f.**

DATE:

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-129, AUTHORIZING THE ALLOCATION OF \$150,000 FROM GENERAL FUNDS, REIMBURSABLE FROM A GRANT FROM CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD), TO ENTER INTO A NEW CONTRACT FOR THE EXTENSION OF A LAND MANAGEMENT SYSTEM FOR AN ADDITIONAL THREE YEARS, THE SCANNING OF PHYSICAL PERMITS, AND SUPPLEMENTAL FUNDING FOR THE HOUSING ELEMENT UPDATE

SUMMARY: The City of South El Monte is receiving a reimbursement grant from California Housing and Community Development ("HCD") in the amount of \$150,000 for an additional three years of a Land Management System ("LMS") and to cover the costs related to scanning physical permits to help streamline the processing of housing permits, as well as helping fund the City's Housing Element update.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-129, authorizing the allocation of \$150,000 from general fund balance and authorizing the City Manager to enter into a contract for the extension of three years of a Land Management System, the scanning of physical documents, and supplemental funding of the Housing Element update.

FISCAL IMPACT: If approved, the City will appropriate \$150,000 from the general fund for fiscal year 2020-21 to Account Number 68-900-9010-5406-413 to track all purchases in relation to the grant, and then the general fund will be reimbursed the amount spent in an amount not to exceed \$150,000.

DISCUSSION: Increasing the availability of affordable homes statewide is critical to bettering the quality of life of all Californians and to ending homelessness. In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the Local Early Action Planning Grant Program (LEAP) with \$119 million for cities and counties. LEAP provided one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle RHNA much like the SB2 Planning Grants.

Staff has identified the development of an LMS as the best use for the grant amount since the Building and Safety Department is the primary department that processes new housing permits. Currently, staff is in the process of configuring an LMS and will be going live at the beginning of 2021. This will streamline the process for the development of new housing, and assist with the creation of new housing in the City.

In June of 2020, staff submitted the grant application to HCD for the LEAP grant. The grant program was created to encourage local agencies to support housing growth, which the purchase and integration of an LMS was found to be of the most benefit to the City. Scanning physical permits in order to integrate with the LMS will be integral to successful implementation as well. Remaining funds not needed to complete the LMS, will be dedicated to updating the Housing Element, which assists the City to address the 6th cycle RHNA obligation.

Phase 1 was the initial purchase of the LMS, two years of licensing, purchase a document hosting system, and acquisition of hardware. Phase 1 activities were supported by the City receiving SB2 Planning grant funds in the amount of \$160,000 on May 26, 2020.

Phase 2 of LMS implementation is supported by this \$150,000 HCD grant. On September 2, 2020, staff received notification of the award amount of the full \$150,000, therefore, staff is recommending the full amount to complete the LMS implementation, contract for scanning services, and supplemental funding for the Housing Element update.

Continuing with and completing the implementation of this LMS will give residents and developers enhanced accessibility to applying for permits and entitlements, increased productivity of employees, and integrated GIS capabilities.

In order to address both phases of the LMS system, staff is proposing the attached Agreement with Carahsoft Technologies Corp. The Agreement will be entered into with Carahsoft with a Contract Sum of \$277,269.42. Of that amount, \$145,701.60 has already been approved by the City Council for phase 1 (see City Council minutes from the meeting on May 26, 2020), with the additional \$131,567.82 for phase 2 being provided from the HCD grant awarded on September 2, 2020.. The Agreement has a term of five years.

The Agreement will also cover the scanning of all paper building permits for integration with the LMS. The remaining \$19,432.18 will be utilized to supplement the costs related to the City's Housing Element update.

Staff Report Prepared By: Ian McAleese, Assistant Planner

ATTACHMENTS:

[Attachment A - Resolution No. 20-129](#)

[Attachment B - South El Monte LEAP Award Letter](#)

[Attachment C - Accela Inc. Quote](#)

[Attachment D - Carahsoft Technologies Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-129

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE ALLOCATION OF \$150,000 IN GENERAL FUND BALANCE FOR THE EXTENSION OF A LAND MANAGEMENT SYSTEM FOR ADDITIONAL THREE YEARS, THE SCANNING OF PHYSICAL PERMITS, AND SUPPLEMENTAL FUNDING FOR THE HOUSING ELEMENT UPDATE

WHEREAS, the City is currently configuring a Land Management System (“LMS”) for processing and storing permits and applications; and

WHEREAS, the Local Early Action Planning (“LEAP”) Grant Program was created to help accelerate the production of housing; and

WHEREAS, the City Council authorized the application of the LEAP Grants Program application on June 23, 2020; and

WHEREAS, City Staff has received notification of the award of \$150,000 to purchase additional years of an LMS, scan documents, and supplement the update of the Housing Element; and

WHEREAS, Staff recommends that the City Council approve allocation of \$150,000 in general fund balance to purchase additional years of an LMS, scan documents, and supplement the update of the Housing Element; and

WHEREAS, the City is currently contracted with Carahsoft Technologies Corp. to utilize their LMS product.

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

SECTION 1. The City Council hereby approves the allocation of \$150,000 in general fund balance to purchase additional years of an LMS, scan documents, and supplement the costs related to the update of the Housing Element.

SECTION 2. The City Council hereby directs the City Manager to proceed with the purchase of additional years of an LMS, scan documents, and supplement the update of the Housing Element.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute a contract with Carahsoft Technologies Corp. in the amount not to exceed \$131,567.82, for the LMS and document scanning, subject to approval as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-129 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on the 8th day of December, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



September 2, 2020

Rachel Barbosa
City Manager
City of South El Monte
1415 Santa Anita Ave
South El Monte, CA 91733

RE: 2020 Local Early Action Planning (LEAP) Grants Program Award

Dear Rachel Barbosa:

The California Department of Housing and Community Development (Department) is pleased to announce that the City of South El Monte has been approved for funding under the Local Early Action Planning Grants Program (LEAP Program). The Department has determined that the application submitted in response to the Notice of Funding Availability released on January 27, 2020, meets LEAP Program requirements. This letter constitutes a conditional commitment of an award in the amount of \$150,000.

The LEAP Program reflects the state's commitment to work in partnership with local governments to address California's critical housing needs. Local governments are using the grant awards for the preparation and adoption of planning documents, process improvements that accelerate housing production, and to facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

Congratulations on your successful application. Staff will be contacting you shortly to initiate the process of the Standard Agreement for fund distribution. For further information, please contact Fidel Herrera, of our staff, at (916) 263-7441 or at fidel.herrera@hcd.ca.gov.

Sincerely,

Gustavo Velasquez
Director

ATTACHMENT C

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Ian McAleese
 Assistant Planner
 City of South El Monte
 1415 N. Santa Anita Ave
 City of South El Monte, CA 91733 USA

FROM: Casey Oesterle
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: imcaleese@soelmonte.org

EMAIL: Casey.Oesterle@carahsoft.com

PHONE: (626) 579-6540

PHONE: (571) 662-3010

FAX: (703) 871-8505

TERMS: Contract: SLP-19-70-0064H
 Expiration: 02/15/2022
 Payment Terms: Net 30 (On Approved Credit)
 Credit Cards: Cal-Card Accepted
 Delivery: FOB Destination
 Tax: State Sales Tax as Required
 Business Size: Large
 Sales Tax May Apply

QUOTE NO: 22710905
QUOTE DATE: 12/01/2020
QUOTE EXPIRES: 06/30/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$131,567.82

TOTAL QUOTE: \$131,567.82

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 3						
1	SS21000SU305R2-460	Accela Building Annual (2nd Renewal Term) Accela Inc - SS21000SU305R2		\$3,241.35	NON-CS 1	\$3,241.35
2	SS23000SU305R2-460	Accela Planning Annual (2nd Renewal Term) Accela Inc - SS23000SU305R2		\$3,241.35	NON-CS 1	\$3,241.35
3	SS21000MU305R2-460	Multi-Solution - Accela Annual (2nd Renewal Term) Accela Building, Accela Planning and Accela Business Licensing Accela Inc - SS21000MU305R2		\$3,889.62	NON-CS 2	\$7,779.24
4	SS-00-000-MO305R2-460	Accela Civic Application Mobile Only (2nd Renewal Term) Accela Inc - SS-00-000-MO305R2		\$1,944.81	NON-CS 4	\$7,779.24
YEAR 3 SUBTOTAL:						\$22,041.18
YEAR 4						
5	SS21000SU305R3-460	Accela Building Annual (3rd Renewal Term) Accela Inc - SS21000SU305R3		\$3,403.42	NON-CS 1	\$3,403.42
6	SS23000SU305R3-460	Accela Planning Annual (3rd Renewal Term) Accela Inc - SS23000SU305R3		\$3,403.42	NON-CS 1	\$3,403.42
7	SS21000MU305R3-460	Multi-Solution - Accela Annual (3rd Renewal Term) Accela Building, Accela Planning and Accela Business Licensing Accela Inc - SS21000MU305R3		\$4,084.10	NON-CS 2	\$8,168.20
8	SS-00-000-MO305R3-460	Accela Civic Application Mobile Only (3rd Renewal Term) Accela Inc - SS-00-000-MO305R3		\$2,042.05	NON-CS 4	\$8,168.20
YEAR 4 SUBTOTAL:						\$23,143.24
YEAR 5						
9	SS21000SU305R4-460	Accela Building Annual (4th Renewal Term) Accela Inc - SS21000SU305R4		\$3,573.59	NON-CS 1	\$3,573.59
10	SS23000SU305R4-460	Accela Planning Annual (4th Renewal Term) Accela Inc - SS23000SU305R4		\$3,573.59	NON-CS 1	\$3,573.59



GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



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PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
11	SS21000MU305R4-460	Multi-Solution - Accela Annual (4th Renewal Term) Accela Building, Accela Planning and Accela Business Licensing Accela Inc - SS21000MU305R4		\$4,288.31	NON-CS	2	\$8,576.62
12	SS-00-000-MO305R4-460	Accela Civic Application Mobile Only (4th Renewal Term) Accela Inc - SS-00-000-MO305R4		\$2,144.15	NON-CS	4	\$8,576.60
YEAR 5 SUBTOTAL:							\$24,300.40
SLS SERVICES							
13	PS-00-EXS-460	Accela Expert Services Accela/Neledge EDMSE Interface Accela Inc - PS-00-EXS		\$171.50	NON-CS	46	\$7,889.00
14	PS-00-EXS-460	Accela Expert Services Implementation of a custom loading solution that will import the existing scanned documents that the City currently has created. Accela Inc - PS-00-EXS		\$171.50	NON-CS	43	\$7,374.50
15	PS-00-EXS-460	Accela Expert Services Scanning Services Accela Inc - PS-00-EXS		\$171.50	NON-CS	127	\$21,780.50
16	PS-00-EXS-460	Accela Expert Services Electronic Document Management Accela Inc - PS-00-EXS		\$171.50	NON-CS	146	\$25,039.00
SLS SERVICES SUBTOTAL:							\$62,083.00
SUBTOTAL:							\$131,567.82
TOTAL PRICE:							\$131,567.82
TOTAL QUOTE:							\$131,567.82

Services to be provided by Silver Lining Solutions LLC



Statement of Work

Accela Civic Platform



carahsoft



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Ian McAleese
Assistant Planner
City of South El Monte
1415 N. Santa Anita Ave
South El Monte, CA 91733

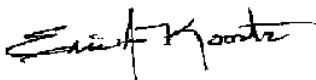
Dear Mr. McAleese,

It is my pleasure, on behalf of Silver Lining Solutions, LLC (SLS) and Carahsoft Technology Corporation (Carahsoft) to submit a proposal for the City of South El Monte's **Land Management Software Services** Project. We are enthusiastic to submit information about our Accela Civic Solutions Platform and are confident that this solution will exceed your expectations.

For this project, SLS is teaming with our longtime partner Accela Inc., a clear industry leader in providing land management software solutions. We are confident that our proposal will demonstrate both a software platform that is revolutionizing the way agencies do business with their constituents, and a services team that has helped to shape that vision for more than a decade. The way leading cities do business is rapidly changing. We are excited to demonstrate to the City and its stakeholders that our team, platform and leadership are best positioned to be the City's partners in this endeavor.

If you have any additional questions related to our response, please contact Eric Koontz directly at 720.789.1122 or via email at eric@slsGov.com. Thank you for your time and consideration. We look forward to working with you.

Sincerely,



Eric A. Koontz, President
Silver Lining Solutions, LLC

Statement of Work Submittal Date: February 18, 2020

RFP valid for 120 days following date of submittal

Presented By: Silver Lining Solutions, LLC

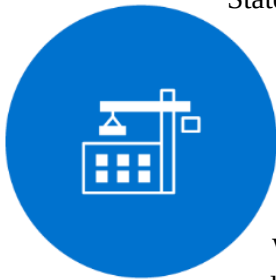
Vendor Officer: **Eric Koontz, President**
Address: 20419 East Mansfield Avenue Aurora, CO 80013
Email: eric@slsGov.com
Direct: 720.789.1122

Vendor Contact: **Chad Weiffenbach, Director of Services**
Address: 20419 East Mansfield Avenue Aurora, CO 80013
Email: chad@slsGov.com
Direct: 914.228.1915

PRODUCT DESCRIPTION

Silver Lining Solutions and Accela Inc. are proposing the industry leading Accela Civic Solutions Platform SaaS as the ideal application to meet the City's initiatives.

Accela Civic Solutions



State and local jurisdictions are tasked with enhancing the community's safety, welfare, and quality of life. In providing services to the public, each agency manages numerous processes both internally and externally. We categorize these service processes into five major areas: planning, permitting, licensing, inspections, and communication. Each of these service areas require management of processes, documents, information, collaboration, reporting, policies, and historical retention.

Without automation, this process is lengthy and costly for both the agency and the applicants. The District understands that the permitting process should be simple, reliable and accessible.

The Civic Solutions will help the District streamline and modernize your permitting and compliance activities and improve internal efficiency, enhance service delivery and transparency, and ensure code compliance.

What do the Civic Solutions include?

- ▶ Mobile user interface, Citizen Access, APIs, and back office
- ▶ All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- ▶ Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- ▶ Pre-defined workflows, including business logic and rules
- ▶ Inspections and checklists
- ▶ Solution-specific fields
- ▶ Fee generation and payment adapters
- ▶ Reports and notification templates
- ▶ Standard libraries
- ▶ Contact and licensed professional types
- ▶ Role-specific functions
- ▶ Pre-defined “models” for extending Civic Solutions



All state and local jurisdictions do their best to ensure code compliance and enhance the quality of development projects. This solution offers best practice regulation that helps with these processes.

What key features do the Civic Solutions offer?

Permitting

The Civic Solutions save time for citizens by moving traditional counter services online. It can reduce the time to complete review tasks from days or weeks, to hours or even minutes:

- Submit permit application within a secure portal
- Applicants can access from desktop, laptop, or mobile device
- Upload all relevant documents and plan approvals for the permit from any location
- Fee calculation and payment processing is online and automated
- Builders can schedule inspections online, instead of through phone calls and visits to the office
- Applicants have 24/7 access to plan review comments, inspection history, and overall status

The Civic Solutions automate the review and route of permit applications:

- All documents and plans stay with the electronic case file, and automatic routing and workflow means tasks are assigned to correct District resources
- Integrations with other systems allow the reviewers to pull zoning and code information and have it attached to the file
- GIS support allows the visual representation of location-based information
- Document review capabilities allow multiple reviewers to share documents, mark up and comment on documents, and manage versions, within the Civic Solutions
- No more handling of paper documents and plans, lost documents or files, or errors in data
- Managers and administrators get reports showing fees collected, process throughput, and if there are any backlogs or choke points to address

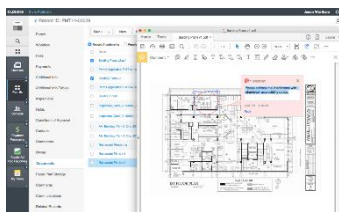
The Civic Solutions also automate the data access, routing, and data collection processes:

- Inspectors have their “office” on their mobile devices, allowing them to stay 100 percent in the field and perform more inspections in their workday.
- Automates inspection assignments based on geographic region and inspector discipline, and optimizes scheduling and routing
- All relevant data, including permit history, plan data, conditional approvals, etc. is available on the inspector’s mobile device

- Inspectors capture data during the inspection, adding notes, photographs, and attaching other data, rather than waiting until they return to the office
- Use offline mode to ensure inspectors can do their jobs even when there is no network
- Finally, inspection reports can be sent directly to the customer, or printed in the field which dramatically increases the speed in getting results to builders — which the construction industry greatly appreciates.

The following summarizes the key features:

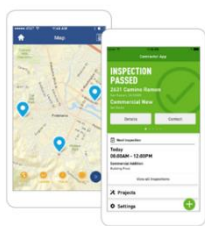
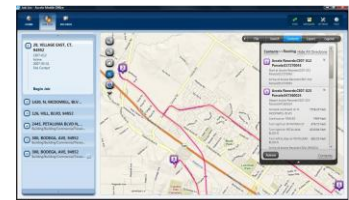
- **Permit Processing in the cloud** - The solution is hosted in the cloud, so the District doesn't have to worry about setting up hardware and software infrastructure, or load and maintain application software.



- **Electronic Document Review** - Removes the need for paper in the permitting process. District employees can upload digital documents, comment on and markup documents, and ensure they always have the unstructured information needed to complete their

inspections and process permits.

- **Workflow Management** - Automates the tasks and functions needed for permit processing. The solution assigns tasks, track reviews, associate documents and information to tasks, and keep processes running smoothly and on time.
- **Integration to GIS** - GIS capabilities produce interactive maps and visualizations, making planning and permitting data easier to understand.



- **Online Reporting** - Provides management insight into the metrics and data about the broader permitting function. This helps managers measure, track and analyze your permitting processes to uncover opportunity to improve employee speed and effectiveness.

- **Accela Mobile** - Allows inspectors and code enforcement officers to carry their "offices" with them. It provides all the functionality they need on their mobile devices to manage their schedules, route their travel, view GIS information, download needed information from the District's systems, complete the inspection report, upload data captured in the field, and submit inspection reports electronically.

- **Accela Citizen Access** - The citizen portal ensures builders can more easily submit permit applications, make payments, check status, schedule inspections, upload information, and generally get a much better sense of the permitting process and status of their applications.



- **A Modern and Intuitive User Interface** - The HTML5 and responsive design provide a seamless experience for both District staff and citizens on their desktop and mobile devices.

- **Platform-wide APIs, SDKs and open data** – Developers can integrate data and processes across complementary solutions to meet the unique needs of agencies.

Code Enforcement

Accela Civic Applications help agencies collect, track, and manage the code enforcement process. It includes online services, complaints, inspection management, ticket/Notices of Violation issuance and fine collection. District staff will have the ability to track every step of the process, make assignments, manage their workload, and collaborate with others. Citizens can file complaints online and receive updates on the case. Below highlights key features of this solution.

Exhibit: Key Code Enforcement Features of Accela Civic Solutions

Feature	Description
Document Upload	Complainant can upload documents associated to the complaint.
Fees	The District can apply fees/fines upon violation.
File a Complaint	Concerned citizens can file a complaint online about possible illegal activities, for example working without a permit, in their neighborhood.
Inspections	District code enforcement officers can investigate possible illegal activities in their jurisdiction. This includes issuing a violation with fees.
Maps	District staff use maps to plan inspections.
Online Payments	Fines can be paid online via credit/debit card, eCheck/ACH, trust account, or bank account.
Payments	The District can collect payments both online and at the counter via credit/debit card, check, cash, bank accounts, trust accounts, or eCheck/ACH.
Workflow & Task Manager	District staff can track and manage the full lifecycle of the enforcement cases from complainant to violation ticket. This includes assignments and coordination with other required departments and sending notifications if additional information is required from the applicant.
Conditions	The District can flag an address, a permit, or a licensed professional based on certain events, such as a code violation.

Permit Process

The application intake process, uploading of plan sheets, fee payment and application number creation is inherent to any application type within the Civic Solutions. This section will discuss the automation around sending an application back to the applicant and adding comments that can be made public. While the Exhibit shows the workflow for a residential new construction building permit, the workflow is applicable to all types of permit processes.

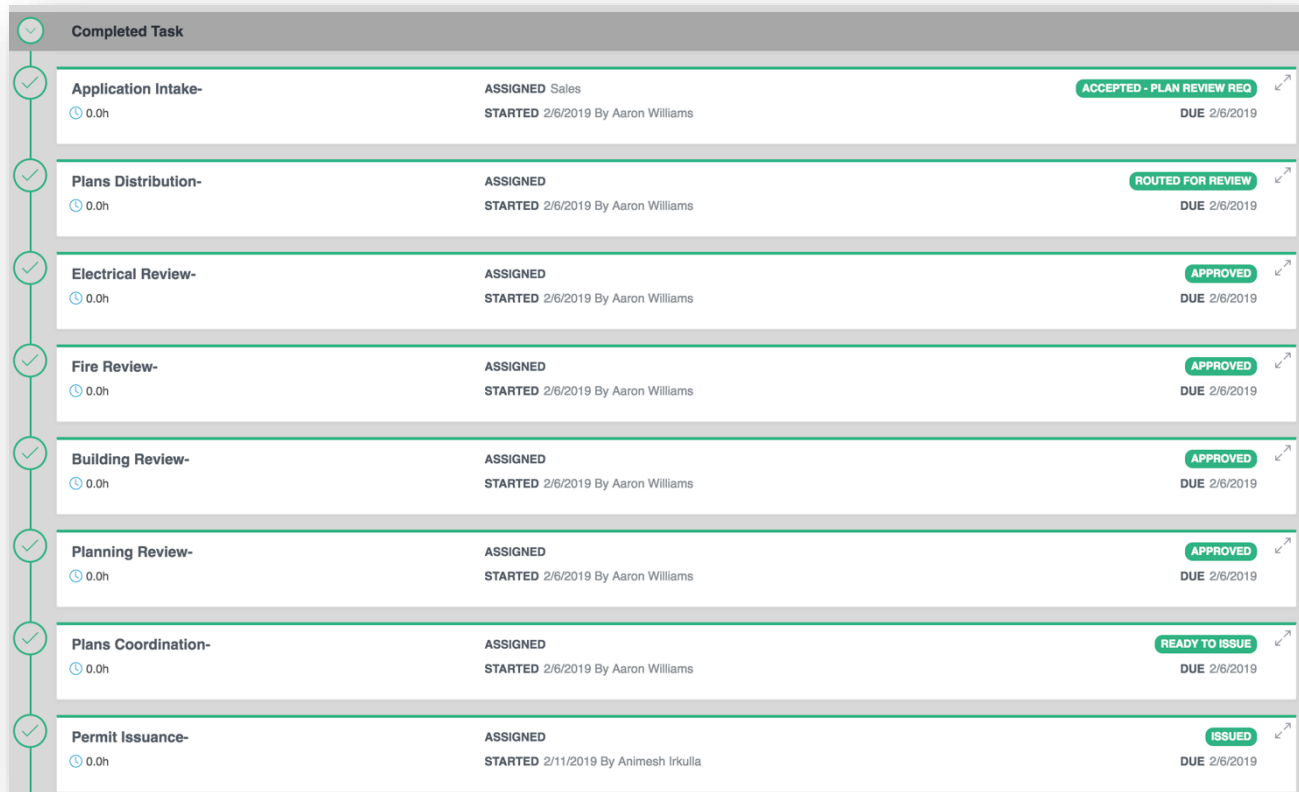


Exhibit: Example workflow for a residential new construction building

After an application has been created, either in the citizen-facing portal or over the counter, the system generates an application number and assigns a staff user, usually the plan coordinator, to verify that the fee has been paid, documents can be uploaded. Workflow tasks can either be manually assigned to department owners or automatically assigned by the system. Documents such as plan sheets, electrical plans, plumbing plans can be assigned to the task owners by the plan coordinator.

When the task owner is reviewing the application, the workflow tasks will show a standard status as shown in the image below.

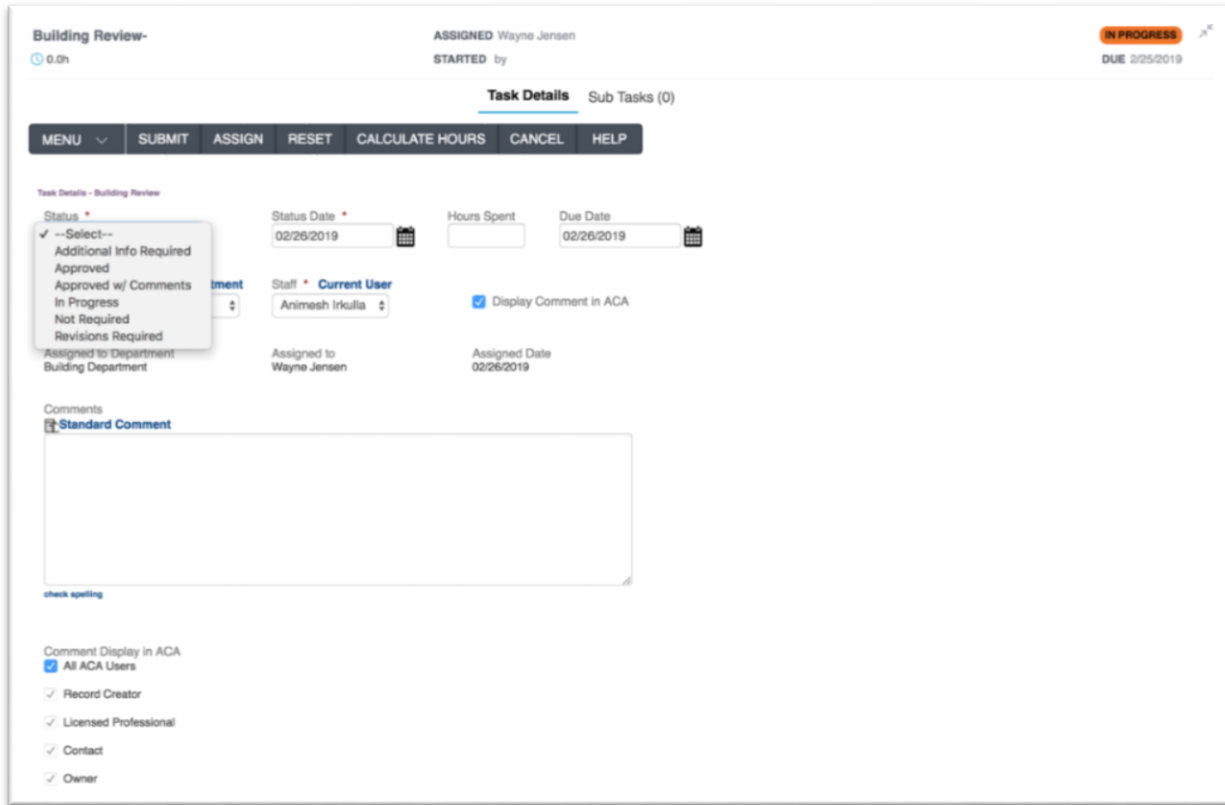
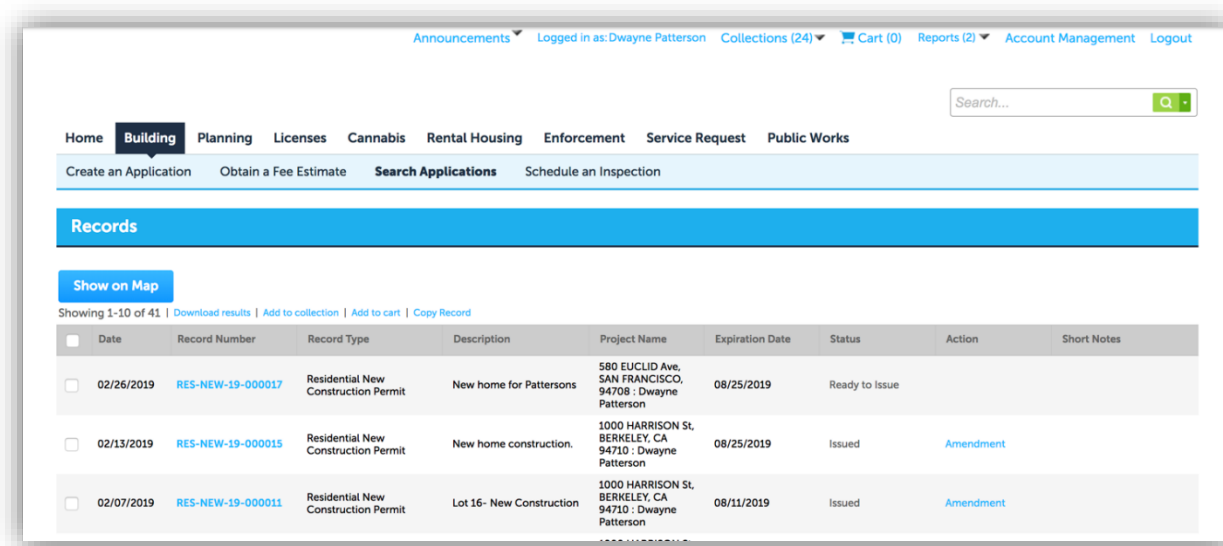


Exhibit: Example statuses available

Upon selecting the “Additional info required” task, the system triggers an email to the applicant letting them know that their submitted application needs additional documentation. The dashboard on their citizen account will also be updated with the new status. The applicant can re-submit or upload additional documents and the back office will update in real time with the newly uploaded documents.

The Exhibit shows the status on the Citizen Access portal of the application's home page.



Date	Record Number	Record Type	Description	Project Name	Expiration Date	Status	Action	Short Notes
02/26/2019	RES-NEW-19-000017	Residential New Construction Permit	New home for Pattersons	580 EUCLID Ave, SAN FRANCISCO, 94708 : Dwayne Patterson	08/25/2019	Ready to Issue		
02/13/2019	RES-NEW-19-000015	Residential New Construction Permit	New home construction.	1000 HARRISON St, BERKELEY, CA 94710 : Dwayne Patterson	08/25/2019	Issued	Amendment	
02/07/2019	RES-NEW-19-000011	Residential New Construction Permit	Lot 16- New Construction	1000 HARRISON St, BERKELEY, CA 94710 : Dwayne Patterson	08/11/2019	Issued	Amendment	

Exhibit: Status as shown in Citizen Access

Finally, the system will generate a permit document (along with sending an email to the applicant) when the “issued” status is selected in the workflow task.

Inspection Process

Schedule Inspection

Inspections can be scheduled by an applicant on the customer portal or through the back office. The applicant will log into their registered account and under the record status page, go to the schedule inspections. The agency can provide available time slots for the inspections. Additionally, certain configurations can be applied that will limit the number of inspections per day and provide an on-screen message to the applicant that they would need to select another day for their inspections.

Record RES-NEW-19-000011:

Residential New Construction Permit

Record Status: Issued
Expiration Date: 08/11/2019

Record Info ▾ Plan Room ▾ Payments ▾

Record Details
Processing Status
Related Records
Attachments
Inspections
Valuation Calculator

Exhibit: Scheduling an inspection

Schedule/Request an Inspection

Inspection type: Pre-Construction

To continue, select an appointment date and time range by clicking a link on the calendar below:

Feb 2019							Mar 2019							Apr 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2						1	2	1	2	3	4	5	6	
3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
							31													

« Prev Next »

Continue Back Cancel

Exhibit: Selecting an appointment date

Schedule/Request an Inspection ×

Inspection type: Pre-Construction

To continue, select an appointment date and time range by clicking a link on the calendar below:

Feb 2019							Mar 2019							Apr 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2						1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
							31													

[« Prev](#) [Next »](#)

☐ 08:00 AM - 09:00 AM ☒ 09:00 AM - 10:00 AM ☐ 10:00 AM - 11:00 AM ☐ 11:00 AM - 12:00 PM

☐ 01:00 PM - 02:00 PM ☐ 02:00 PM - 03:00 PM ☐ 03:00 PM - 04:00 PM

Continue [Back](#) [Cancel](#)

Exhibit: Selecting an appointment time range

The screenshot shows a web application window titled "Schedule/Request an Inspection" with a close button (X) in the top right corner. Below the title is a section "Confirm Your Selection" with the instruction "Please confirm the details below and click the Finish button to schedule the inspection." The details listed are: "Pre-Construction", "2/28/2019 9:00 AM", "1000 HARRISON St", "BERKELEY CA 94710", and "Dwayne Patterson 9255551212". Below this is a section "Include Additional Notes" with the prompt "Optional Comments or Instructions for your Inspector:". A text box contains the text "Call me with ETA". Below the text box is a "spell check" section with the instruction "(Please include an alternate phone number if different from the contact information provided in your application.)". At the bottom are three buttons: "Finish" (highlighted in blue), "Back", and "Cancel".

Exhibit: Confirming your inspection selections

Inspections can also be scheduled from the back office. Based on the application type (environmental, planning, permit, building, electrical, fire, etc.), the system automatically selects the inspection group. District staff would need to select the inspection checklist.

Next, they can select the inspector and assign a date and time. The system allows the agency staff to access the inspector's calendar for dates that are blocked out. This allows for efficient scheduling. When the inspection is scheduled, a task will appear on the task dashboard of that inspector and show up on their job list on their mobile application.

Inspections can be automatically assigned based on districts or zones, discipline type, or any other categories required by the agency. Inspections can be assigned individually or in bulk.

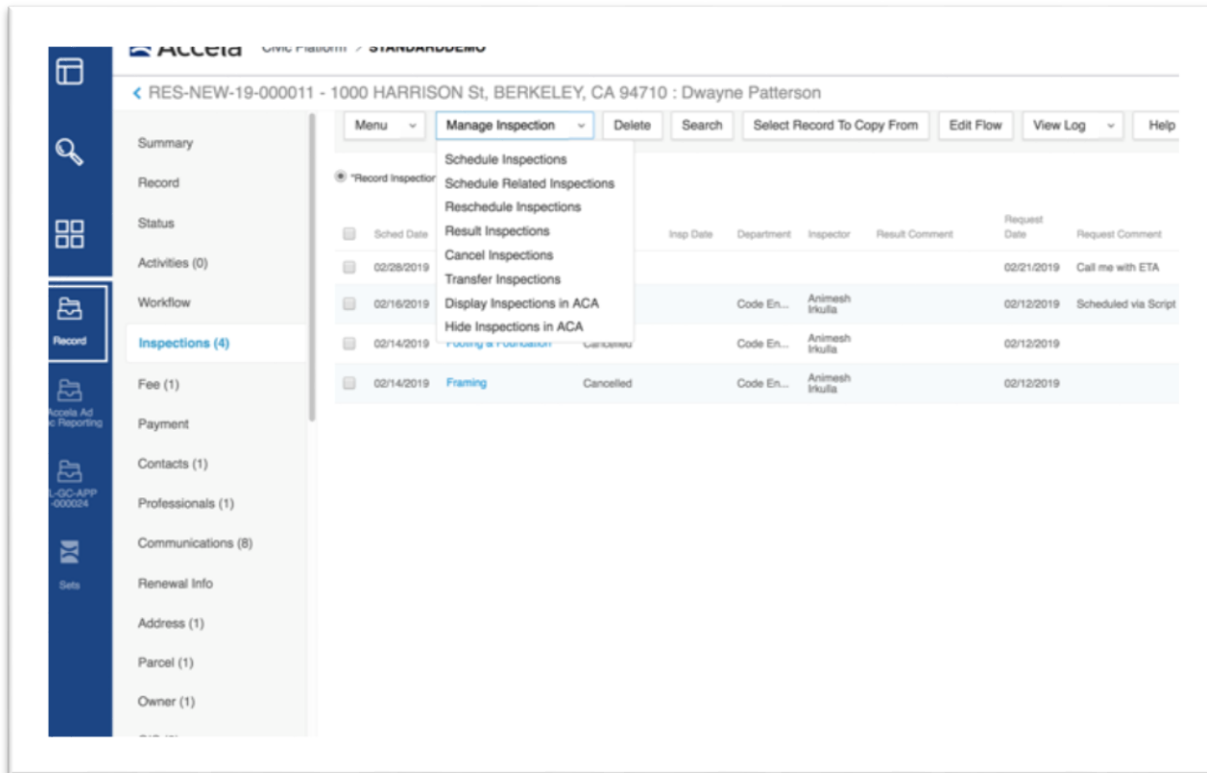
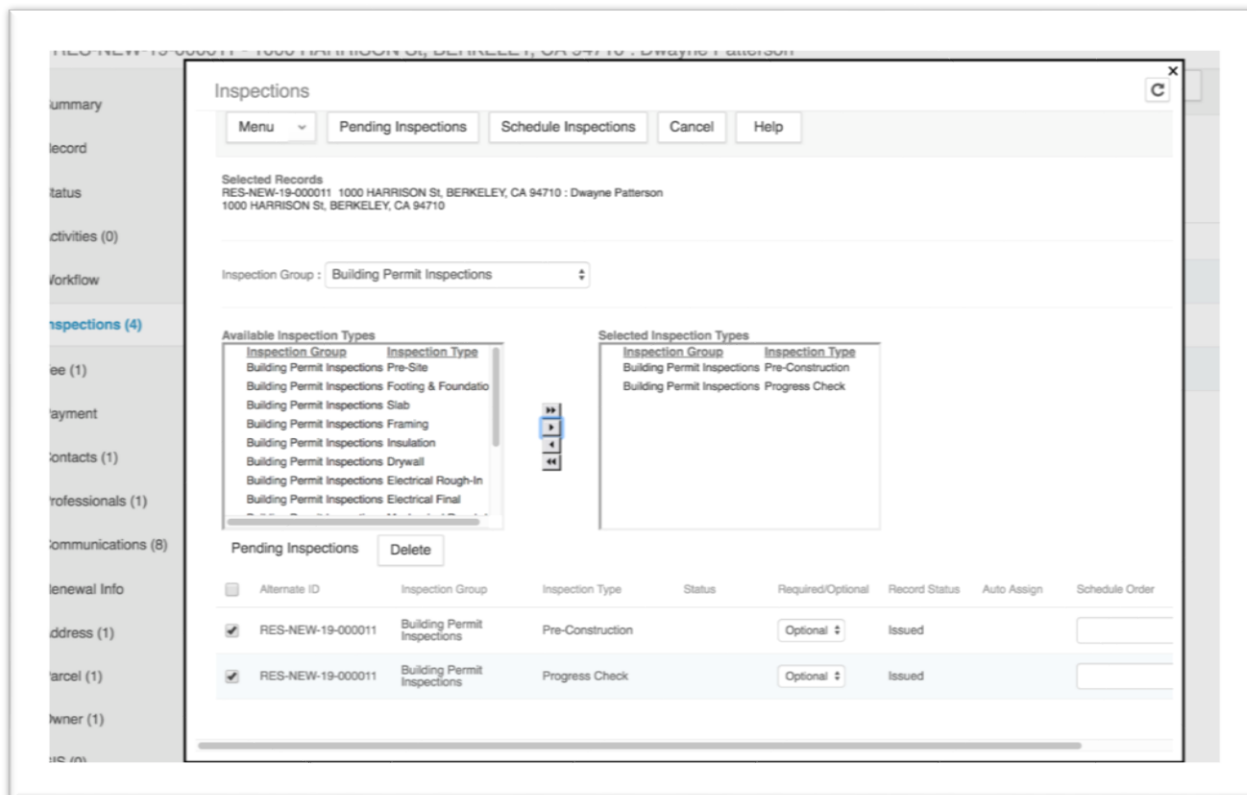


Exhibit: Scheduling an inspection in the back office



RES-NEW-19-000011 - 1000 HARRISON ST, BERKELEY, CA 94710 : Dwayne Patterson

Schedule Inspections

Menu Submit Add Reset Cancel Help

Customize Content

Edit View Print Page

Inspector: Current User Scheduled Date: Clear Scheduled Start Time: Clear Scheduled End Time: Clear

Inspector: Derick Curtis Scheduled Date: 02/23/2019 Scheduled Start Time: 9:00 AM Scheduled End Time: 11:00 AM

	Alternate ID	Inspection Group	Inspection Type	Scheduled Date	Assign to Department
1	RES-NEW-19-000011	Building Permit Inspections	Pre-Construction	02/23/2019	Building Inspector
2	RES-NEW-19-000011	Building Permit Inspections	Progress Check	02/23/2019	Building Inspector

Inspection Detail - 1 Pre-Construction

Inspector Calendar - 1 Pre-Construction

Calculate Time Auto Assign Next Available Time Schedule on the Specified Date

Scheduled To Be Scheduled Available Time Block-Out Default Block Unit

Wednesday, February 20, 2019

12:00 01:00 02:00 03:00 04:00 08:00 09:00 10:00 11:00 12:00 01:00 02:00 03:00 04:00

Exhibit: Selecting an inspector and choosing an inspection date and time

Conditions of Approval

The Civic Solutions allow District staff to apply conditions on the application. These conditions could either be holds or notices. Holds are kept on applications to avoid the workflow to move forward unless the condition is, notices do not prevent the workflow routing, but provide a notice to the applicant or the staff member, examples of notices are aggressive animal, etc.

The next Exhibit shows an inspection condition that was applied for a residential building permit, as an example, indicating that unless the inspection is passed, the Certificate of Occupancy cannot be provided to the applicant.

15-NEW-19-000006 - 1000 HARRISON St, BERKELEY, CA 94710 : Dwayne Patterson

Menu Submit Reset Cancel Help

Condition Detail

Condition History

Group * Building Type * Building Permit Condition Name * Hold CO

Applied by Dept * Current Department Building Inspector Applied by User * Current User Derick Curtis Applied Date 02/21/2019 Inheritable * No

Status Applied(Applied) Severity Hold

Display Notice
☒ Accela Automation
☒ ACA
☐ ACA Fee Estimate Page

Effective Date 02/21/2019 Expiration Date 04/30/2019 Action by Dept Current Department Building Inspector Action by User Current User Derick Curtis

Resolution Action

check spelling

Long Comments  Standard Comment
Certificate of Occupancy or HOLD due to recorded building code violations. Please contact the Building Dept. for details

check spelling

Public Display Message

check spelling

Exhibit: Example inspection condition

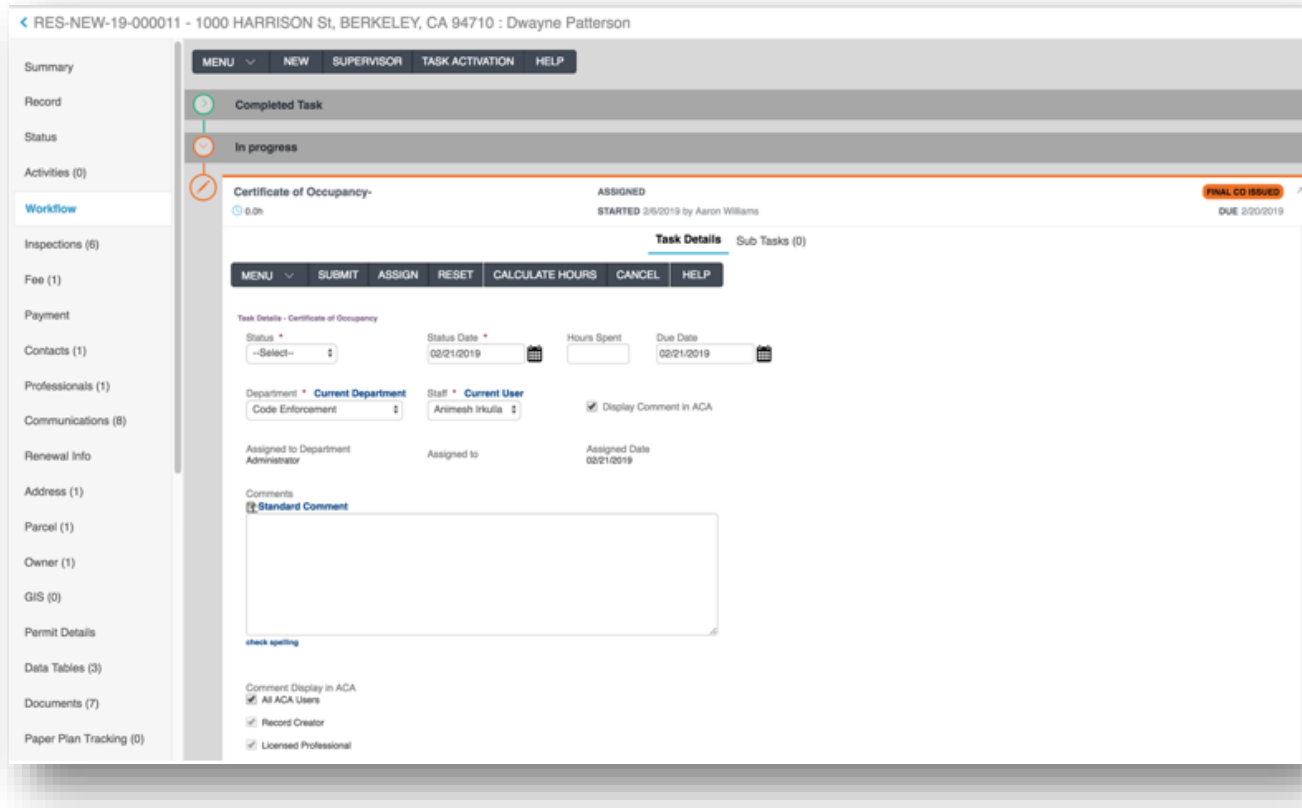
When the inspections are completed, the inspector can go to the back office and remove the inspection condition. The system will then issue the certificate of occupancy.

Sign off and Certificate of Occupancy

If the inspection failed in the field, a notification can be sent to the applicant to correct the defects and reschedule the inspection. If the inspection is passed, the system will automatically generate a certificate of occupancy and email a copy to the applicant.

The screenshot displays the 'Workflow Tasks' interface. On the left is a sidebar menu with options: Summary, Record, Status, Activities (0), Workflow, Inspections (6), Fee (1), Payment, Contacts (1), Professionals (1), Communications (8), Renewal Info, Address (1), and Parcel (1). The 'Workflow' section is active, showing a progress bar with 'Completed Task' and 'In progress' stages. The 'In progress' stage is selected, showing a task titled 'Inspection-' with a status of 'ASSIGNED'. The task was started on 2/5/2019 by Aaron Williams and is due on 2/11/2019. A red banner at the top right indicates 'FINAL INSPECTION COMPLETE'. Below the task details, there is a 'Task Details' section with a dropdown menu for 'Status'. The dropdown menu is open, showing options: '--Select--', 'Final Inspection Complete', 'In Progress', 'Permit Expired', and 'Temp CO Issued'. The 'Status' field is currently set to 'Final Inspection Complete'. Other fields include 'Status Date' (02/21/2019), 'Hours Spent' (0.0h), and 'Due Date' (02/12/2019). The 'Staff' field is set to 'Current User' (Animesh Inulla). There is a checkbox for 'Display Comment in ACA' which is checked. The 'Assigned to Department' is 'Administrator' and the 'Assigned Date' is '02/12/2019'. At the bottom, there is a 'Comments' section with a 'Standard Comment' button.

Exhibit: Example workflow step showing available inspection statuses



The screenshot displays the SLS software interface for a task titled 'Certificate of Occupancy'. The interface includes a sidebar with navigation options like Summary, Record, Status, Activities, Workflow, Inspections, Fee, Payment, Contacts, Professionals, Communications, Renewal Info, Address, Parcel, Owner, GIS, Permit Details, Data Tables, Documents, and Paper Plan Tracking. The main content area shows task details for a 'Certificate of Occupancy' task, including status (Assigned), start date (2/9/2019), and due date (2/20/2019). It also features fields for Status, Status Date, Hours Spent, Due Date, Department (Code Enforcement), Staff (Animesh Irkula), and a checkbox for 'Display Comment in ACA'. A 'Comments' section with a 'Standard Comment' button is visible, along with a 'check spelling' link and checkboxes for 'Comment Display in ACA', 'Record Creator', and 'Licensed Professional'.

Exhibit: The solution will automatically generate a certificate of occupancy and email a copy to the applicant.

Accela SaaS



The City can significantly reduce your infrastructure costs by choosing Accela's SaaS delivery model. We manage our apps and infrastructures within the industry-leading Microsoft Azure hosting environment. Our cloud model offers an uptime commitment of 99.5 percent each calendar month (subject to scheduled and emergency maintenance and certain other SLA limitations) and complete

disaster recovery capability over a supported Internet browser. This means City IT staff can eliminate the costs and time of maintaining and upgrading hardware and software.

By leveraging Accela's SaaS innovations, the City can focus on innovating, rather than maintaining its infrastructure.

Because the cloud is elastic and scalable, Accela can expand capacity easily as demand spikes occur. In addition, the cloud has full integration capabilities with Esri, Selectron, and other third-party applications that will allow the District to offer a fully functional web-based, cost efficient solution on a

24/7/365 basis while still owning the data that can be exported quarterly to our cloud customers (at the customer's request).

As outlined below, our cloud solution provides unparalleled reliability and protection:

Increasing SaaS Momentum

The #1 reason jurisdictions are adopting a cloud environment is reducing hardware and software capital and maintenance costs.

e.Republic

- 99.5 percent uptime SLA per calendar month for Accela's Civic Solutions, subject to scheduled and emergency maintenance and certain other SLA limitations. We are continually making investments in our services, infrastructure, and operations to improve this.
- Meets rigorous security industry standards, including NIST 800-53
- Veteran and dedicated cloud staff with multiple industry certifications
- System administration and support duties for the application and system database
- Advance notice of planned maintenance performed during off-business hours
- Real-time performance monitoring

With our cloud model, we can deploy resources in an orchestrated, secure fashion and position those resources in the regions we select. We gain the benefit of nationwide network peering relationships and scalable host infrastructure and can quickly deploy additional infrastructure resources (such as additional virtual machines) as needed. Our SaaS customers are not restricted by resources in a cage. As such, Accela can focus on providing high quality resources to meet our clients' needs.

Our SaaS delivery model offers these benefits:

- A reliable and cost-effective solution for mission-critical business needs handled in the Civic Solutions. Predictable costs over time
- Cheaper upfront investment
- No additional hardware investments (e.g. server infrastructure)
- Typically takes less time to implement since infrastructure is already established
- Accela handles data security and expense (For more details about the security benefits of SaaS, please visit <https://bit.ly/2oZhNu0>)
- 24/7/365 onsite security
- Multi-factor authentication
- Ongoing vulnerability scans with third-party software
- Adheres to data encryption standards
- Redundant middle-tier application servers
- All systems record and capture both failed and successful login attempts
- Annual, thorough penetration testing
- Scalable
- Load-balanced web services to handle the needs of all users
- Multiple environments to support release, unit and system testing
- Reduced District IT labor
- Accela handles Server OS and application patches/upgrades
- Customer Support team members are experts in the Civic Solutions

IMPLEMENTATION APPROACH

Methodology Overview

Our project philosophy is to guide and enable our customers towards self-sustained support of their new investment. It is Silver Lining Solutions opinion that the City should expect to spend a minimum of 65-70% of the total effort for this project. Our experience tells us that while we are experts in implementing Accela Civic Platform for many customers, our customers are not experts on the new platform and therefore must spend adequate time to become fully self-supporting.

The contracted Statement of Work will be implemented using an Agile Scrum methodology. Silver Lining Solutions will provide a Certified Scrum Master who will lead the project for the duration of the project. It is understood that this role will not require full time (40 hours per week) of effort. The City should dedicate one person to serve the role of the Scrum Product Owner full time for the duration of the project. It is also suggested that the City provide one person to serve as Scrum Master for the city's development efforts when needed.

The City's Product Owner will be responsible for setting the overall priority of work for the team. Silver Lining Solutions will advise and consult with the Product Owner to insure consistency and success of the project as necessary.

Project Kick off and Backlog Creation:

After contract signing, Silver Lining Solutions and the City will create the project charter and define the roles and responsibilities of each team member from both parties. After agreement of the charter, the Scrum Master and Product Owner will lead efforts to plan and break down the work encompassed in the Scope of Work.

The City Product Owner, City Staff, and Silver Lining Solutions consultants will create a list (the project backlog) of User Stories based on the City's requirements and prioritize them for the project. More City staff experts may be needed to create the User Stories for their area of expertise. These initial User Stories will be the basis for the Silver Lining Solutions Scrum Master to lead the team in initial sizing of each User Story's work effort. Initial sizing (sometimes referred to as scoring in Agile methodologies) will be relative to each other and not directly tied to actual work effort. Given this initial estimating, the Product Owner can better understand how to prioritize work for the team.

Backlog Planning

The City Product Owner and the Silver Lining Solutions Scrum Master will then work collaboratively to create an overall work plan, dividing the work into “Sprints” of 2-week duration. Each Sprint will have an agreed upon Sprint Goal that sets the tone of what work will be completed in the sprint. The Sprint Goal will direct the Product Owner and Scrum Master to assess the project backlog to determine what highest priority User Stories must be included in a sprint to meet the Sprint Goal. During each sprint the requirements will be elaborated on with the team to create Sprint Backlog of User Stories and decide what work can be committed to being completed within 2 weeks of time. The Project Backlog will be updated throughout the project’s lifecycle (referred to as Backlog grooming) according to the needs of the project, however once a sprint starts the Sprint Backlog cannot change. By doing this we reduce the risk of scope creep during a given sprint. Experience tells us that projects change through their lifecycle – change is necessary – and therefore the backlog grooming is a perfect tool to discuss and introduce changes needed for the project’s success.

2-Week SPRINTS - Overview

Sprint Planning:

During the first 1 to 2 business days of every Sprint, the team will collectively discuss and assign the User Stories on the Sprint Backlog, confirming all the work can be completed by the team. At the end of the sprint planning all parties will agree and commit to the work assigned on the Sprint Backlog.

Within a sprint each user story will go through 5 processes as follows:

1. **Requirements Elaboration** – City business processes will be analyzed to take advantage of Accela Automation and a solution will be agreed upon and documented by user stories.
2. **Design** – Tasks will be added to further define the work needed to complete a user story’s requirement. At this stage test requirements for the tasks are also developed by City staff.
3. **Build** – all agreed to, in scope, solutions defined during the Design process will be developed. This includes configurations, customizations, conversions, interfaces and reports, testing plans, and training plans.
4. **Test** – For each User Story, the system is tested, corrections are made as deemed necessary, the system is prepared for deployment to the next environment and users are trained.
5. **Deploy** – The User Story solutions are moved to the test environment.

Daily Stand-up Meetings:

Daily Stand-Up Meetings will be held on a mutual agreed upon schedule. The purpose of the stand-up meetings is to report progress of daily tasks utilizing a Kanban board (Trello) to track and report progress. A Microsoft Project schedule will be used as a milestone plan to track overall project percent complete. Task assignments will be made by the Silver Lining Solutions Scrum Master and agreed to by the team in attendance of the stand-up calls. By meeting regularly for this purpose, the team will be in much closer communication and collaboration while reducing schedule risk as impact will be known much earlier for the project.

Sprint Review:

A Sprint Review is held two days before the last day of the Sprint to inspect the work completed and adapt the Project Backlog if needed. This meeting is run by the Product Owner. During the Sprint Review, the project team and other stakeholders collaborate about what was done in the Sprint. Based on this discussion and any changes to the Project Backlog during the Sprint, attendees collaborate on what could be done to optimize value in the future. This is an informal meeting, not a status meeting, and the presentation of the Increment is intended to elicit feedback and foster collaboration. This is typically a ½ day meeting.

Sprint Retrospective:

The Sprint Retrospective is an opportunity for the team to inspect itself and create a plan for improvements to be enacted during the next Sprint.

The Sprint Retrospective occurs after the Sprint Review and prior to the next Sprint Planning. This is a two-hour time-boxed meeting. The Silver Lining Solutions Scrum Master ensures that the event takes place and that attendants understand its purpose.

The purpose of the Sprint Retrospective is to:

Inspect how the last Sprint went with regards to people, relationships, process, and tools;

Identify and order the major items that went well and potential improvements; and,

Create a plan for implementing improvements to the way the Scrum Team does its work.

By the end of the Sprint Retrospective, the Team should have identified improvements that it will implement in the next Sprint, although improvements may be implemented at any time.

The Sprint Retrospective provides a formal opportunity to focus on the team's self-improvement.

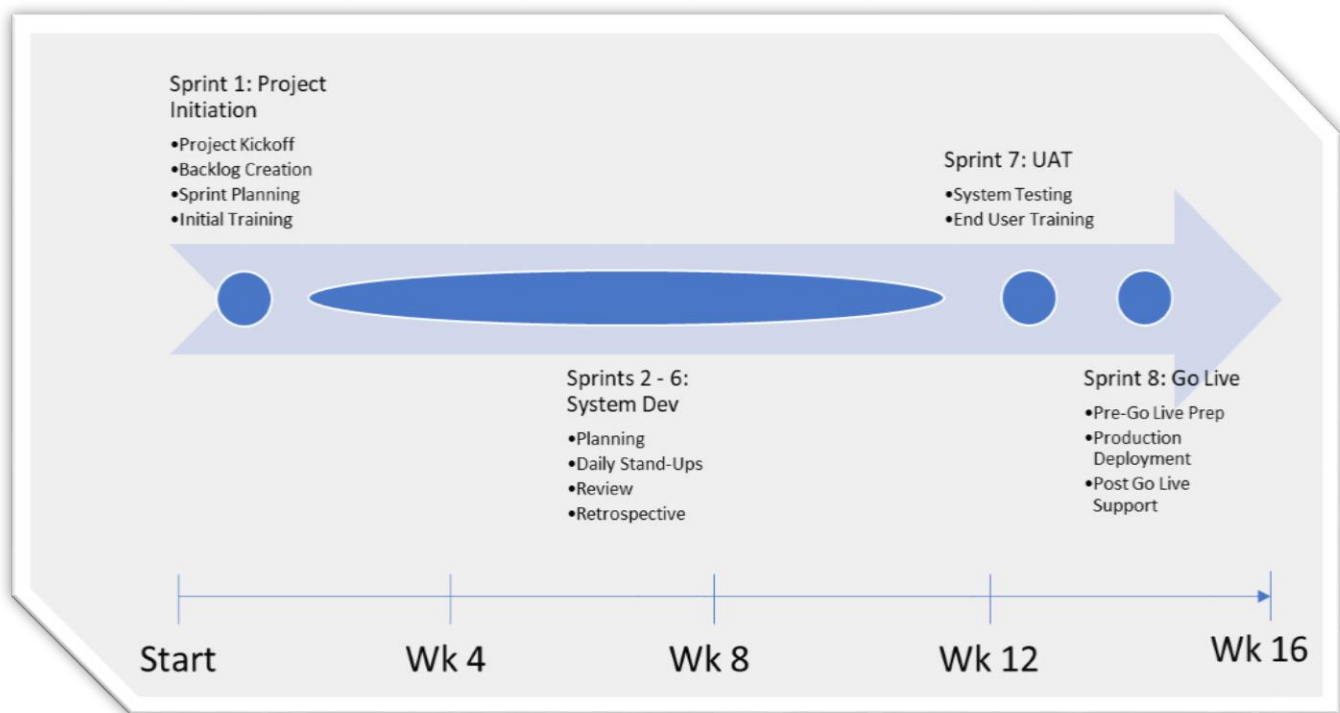
Note about Project Backlog Grooming:

On the last day of the sprint, if issues are found that are not addressed during the sprint time period, Silver Lining Solutions and the City will decide if the size and complexity of the problem will warrant adding new or changed functionality to the backlog and submit a change order to increase scope and costs. Silver Lining Solutions will not proceed with new functionality that exceeds the backlog total score without written approval from the City.

Proposed Project Schedule:

Silver Lining Solutions is proposing that the total project duration is 16 weeks, beginning with the project kick off meeting. Exact dates and timing will be determined during the project kick off tasks.

Example schedule:



Critical Success Factors

The following elements are required for the project to achieve its objectives:

- **Dedicated Participation** – Silver Lining Solutions fully understands that the City staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan created during the first weeks of the project. Silver Lining Solutions will communicate insufficient participation of the City resources the corresponding impact(s) through daily standups and escalation paths defined at the start of the project. In particular, dedicated City participation can be found in:
 - Executive Project Sponsorship
 - Visible, consistent support of the project and project team at the executive sponsorship and management levels
 - Knowledgeable and committed staff to the project in order to meet the expected goals and timeline
 - Committed, informed and strong project management and project team that have a thorough understanding of the project objectives
 - Frequent and regular communication between the Sponsors and the entire team.
- **Knowledge Transfer** - While Silver Lining Solutions cannot guarantee specific expertise for City staff as a result of participating in the project, Silver Lining Solutions will make all reasonable efforts to transfer knowledge to the City. It is critical that City personnel participate in the project Sprints in order to transfer knowledge because after go-live assistance tasks are completed by the Silver Lining Solutions team, the City must be self-sufficient in its support of Accela Civic Platform.
- **Sprint and Deliverable Acceptance Process** - Implementation services are formalized through the deliverables defined in this document. Upon completion of each deliverable or Sprint, Silver Lining Solutions will provide the City with an Acceptance Form to formalize acceptance and completion. The Acceptance Form is subsequently signed by the appropriate City contact, as defined in the Project Charter, and sent to Silver Lining Solutions. Signatures of Acceptance Forms represent agreement to process payment of invoices from Silver Lining Solutions for the deliverables detailed on the Acceptance Form. Silver Lining Solutions respectfully requests prompt attention to the processing Acceptance Forms, as adherence to the process direct impacts the ability to complete the project in the desired timeframe.

SCOPE OF SERVICES

System Architecture

Silver Lining Solutions will provide three (3) 4-hour Workshops to evaluate the Civic Apps for Permitting and Inspections, Planning and Zoning, and Code Enforcement. The Subject Matter Expert for each department will be given a form to use when evaluating each record type, to document what improvements are needed for each record type. This may include custom fields and/or custom lists, inspections, and fees related to each record type.

The purposes of these workshops are to familiarize staff with the Accela Civic Apps, and initiate documentation for Process Improvements/Adjustments for each record type. The improvements and/or adjustments template will include sections for the Subject Matter Expert to enter custom field and/or custom list information, inspection information, and fee information associated to each record type.

System Architecture is complete, once all workshops have been completed and the department Subject Matter Expert has received a Process Improvement/Adjustment template to continue evaluation of each civic app for that department.

Process Improvements/Adjustments

Silver Lining Solutions will provide 60 hours for Process Improvement and Process Adjustments. This effort will be conducted in one of the System Development Sprints as determined by the Scrum Master and Product Owner.

Global Configuration

Silver Lining Solutions consultants will lead 4 days of global configuration workshops for the purposes of completing the basic global configuration requirements for the system.

It is expected that the City will identify System Administrators or Subject Matter Experts that will participate in these workshops and assist in global configuration of the system as part of their overall training. Silver Lining Solutions has had tremendous success when this type of pairing with our consultants happens early and consistently throughout the project. It is paramount that city staff be engaged in this process so that the City can maintain product support continuity with the Accela products. These workshops will focus on the system configuration of the following system elements:

1. Calendars
2. Users
3. User Groups
4. Organizations

5. Console Customization

APO Data Conversion

Silver Lining Solutions will provide an APO data conversion for the City. It will include two (2) test runs and final run at Go-Live.

The City will be responsible for scrubbing data if applicable and ensuring data is provided to the Silver Lining Solution team into an Accela standard format.

The purpose of the APO data conversion is to provide the city with property data necessary for creating and managing record types in the Civic Platform.

APO Data Conversion is complete, when the final data conversion is performed at Go-Live.

Reports

Silver Lining Solutions will provide 40 hours total of reports consulting, assistance, and workshops. The 40 hours total may include:

1. Adhoc Report Writer Overview
2. Adhoc report schema review.
3. Provide Report Development Workshop assistance

CyberSource Payment Adapter

Silver Lining Solutions will provide an Accela / CyberSource payment adapter interface. This adapter allows the city to process and collect payments from online users. This is for a redirect style adapter and designed to work in the citizen portal only.

Neledge EDMS Platform

Silver Lining Solutions will provide an EDMS platform in the Microsoft Azure cloud.

Neledge Platform Services

Silver Lining Solutions will work with the City to configure the Neledge platform for EDMS.

Neledge Historical Scanning Form Setup

Silver Lining Solutions will configure in the Neledge Platform the custom forms required to allow the City to scan new documents and automatically load them into the system and align with Address meta data.

Accela / Neledge Interface

Silver Lining Solutions will configure and install the Accela / Neledge Interface.

Accela Mobile App

Silver Lining Solutions will ensure that the Mobile Apps are installed and configured within the system. Following the setup, Silver Lining Solutions will provide 4 hours of end user training for the City.

ACA Configuration

Silver Lining Solutions consultants will lead ACA (public facing portal) configuration work based upon information collected during the ACA workshop. Silver Lining Solutions and the City team will work together to ensure that public users can submit, track, pay fees, and schedule inspections via ACA.

The purpose of these workshops is to ensure a successful roll out of ACA. It is expected that the City identified System Administrators and/or Subject Matter Experts will participate in the ACA configuration of the system as part of their overall training. It is paramount that city staff be engaged in this process so that the City can maintain product support continuity with the Accela products.

ACA Configuration is complete once Agency branding and ACA configuration is complete.

UAT/Readiness Training

Silver Lining Solutions will provide 20 hours of UAT support during Sprint 7.

This deliverable is comprised of the assistance Silver Lining Solutions will provide to allow the City to accept that the solution meets the requirements as documented in all the deliverables. Silver Lining Solutions will assist the City in the management of the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Silver Lining Solutions will provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the City devote ample time and resources to this effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the City, and coordination of resources is critical. At this point in the implementation process, the City should test individual components of functionality of the solution (i.e., functional and/or unit testing), and test to ensure that the interrelated parts of the Accela Civic Platform solution are operating according to configuration designs (i.e., Payment Adaptor, ACA, etc.).

Training

Silver Lining Solutions will provide 24 hours of total training. End User and Administrative Training will be provided for within this deliverable as determined by the Product Owner and Scrum Master.

Silver Lining Solutions recommends that City adopt the “80/20 rule” for training, focusing most of the training on the 80% of what the City normally does operationally. The recommended supplementary training conducted by the City can utilize business experts from each area to train on all aspects of their configuration. Silver Lining Solutions will deliver current training documentation in a format that can be used to customize the documentation. Documents delivered by Silver Lining Solutions to the City will be the most current documentation provided by Accela. Documents delivered by Silver Lining Solutions may not be shared with any other agency, person, or Company.

Go-Live Support

Silver Lining Solutions will provide support during the Go Live process (Sprint 8).

This support will include up to 60hours for pre go-live activities, production deployment, and post go-live support.

Pre go-live support will include activities such as data conversion execution, staff preparation, etc. This will occur just before the Production Deployment.

The Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily usage. This date will be agreed to by both Silver Lining Solutions and the City at project inception. It may be altered only by Change Order agreed to by both parties.

During the post go-live support, Silver Lining Solutions will work with the City to identify and address issues identified during this period using a Post-Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this scope of work, which will be addressed by Silver Lining Solutions as well as any other issues that the City wishes to track. Examples of issues the City is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform. Specifically, as part of this deliverable Silver Lining Solutions will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

At the end of the support period, Silver Lining Solutions will provide a final copy of the issue tracker to the City and disable the list. Additionally, a formal meeting will be scheduled with the City, Silver Lining Solutions, and Accela Customer Support. The purpose is to introduce

the City to Accela Customer Support and transition the City's implementation project to on-going Custom Support processes.

Phase 2:

Neolledge EDMS Platform

Silver Lining Solutions will provide an EDMS platform in the Microsoft Azure cloud. Continuation of services for years 3 to 5.

Accela / Neolledge Interface

Silver Lining Solutions will provide the Accela / Neolledge Interface to the City on a designated City server. This interface will provide the City with the ability to store and retrieve Neolledge stored documents from within the Accela System.

Neolledge Custom Loader

Silver Lining Solutions will provide the City with a custom loading solution that will import the existing scanned documents (the City has already created these) into the Neolledge EDMS system.

Scanning Services

Silver Lining Solutions will scan the City's remaining packets and get them loaded into the Neolledge EDMS system.

- Up to 100,000 scanned pages - estimated 4,600 scanned files
- Each file will be named per specific address provided
- Each file will be emailed directly to a specific email address provided
- All files contain the same size paper
- No staples or binding of the papers in each files
- All files scanned and email to completion within 10 weeks from when boxes are received

Assumptions

The following assumptions and exceptions apply to this project:

- City will provide / purchase / acquire the appropriate hardware, software and infrastructure assets to support all required Accela software products for all technical environments as per the timeline defined in the Project Plan. City is responsible for the installation and maintenance of all third-party products.
- City will provide / purchase / acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and / or checks for usage on Accela Citizen Access.
- City will provide Silver Lining Solutions resources access to a Development or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system. In the event that local development of interfaces is required, City will provide a workstation with required IDEs (e.g. Visual Studio).
- City shall be responsible for determining whether to use or refrain from using any recommendations made by Accela or Silver Lining Solutions.
- All deliverable documentation review during the implementation will be conducted electronically, whereby both Silver Lining Solutions and City staff will utilize document review tools such as track changes and comments to markup draft deliverables.
- The City is responsible for ensuring that key project personnel are made available per project timeline
- The City will provide competent technical and business experts that are able to make design decisions
- The Project timeline including project preparation and go-live support will not exceed 16 Weeks.
- City will provide a single point of contact to make final system design and business operations decisions to fill the role of Product Owner available full time for the entire project duration.

COMPANY BACKGROUND

Silver Lining Solutions, LLC. is based in the Denver Metro area and has been working with Accela Inc. and its customers since 2009. Accela Civic Platform is the industry's leading Software solution for land management, licensing, and permitting. Together, we are excited to partner with the City of South El Monte in the pursuit of revolutionizing their business processes and systems.

Accela Company Background

Accela was formed in 1981 and incorporated in California in 1999. Accela is a privately held corporation with headquarters in San Ramon, California. To meet growing global demand, they employ 450 technology professionals and maintain business offices in the United States, Australia, Ireland, Jordan, and the United Arab Emirates. Our Civic Solutions are implemented in virtually all 50 states, as well as in Australia, Canada, New Zealand, Puerto Rico, and the United Arab Emirates.

Throughout its history, Accela has served over 2,000 separate agencies and thousands of their departments with its Civic Solutions.

In 1999, Accela launched the Civic Solutions, a web-enabled SaaS platform. For the last 20 years, our focus has been delivering advanced web-based solutions to back-office and field-based government workers, including the following:

- Strong mapping integration (Esri GIS), mobility apps, and online citizen services
- Cloud or on-premise deployments
- Perpetual License or Subscription-based pricing models
- Multitenant and regional solutions
- Multilingual and internationalized solutions
- Established strategic partnerships with industry leaders including Adobe, Apple, Bluefin, DocuSign, e-PlanSoft, Esri, Microsoft, Oracle, and Selectron

Accela has consistently been first to market with groundbreaking technology for government:

- **First** web-based enterprise platform
- **First** cloud applications
- **First** fully customizable web interface
- **First** 508-compliant product
- **First** internationalized product
- **First** iPhone app
- **First** tablet/PC app

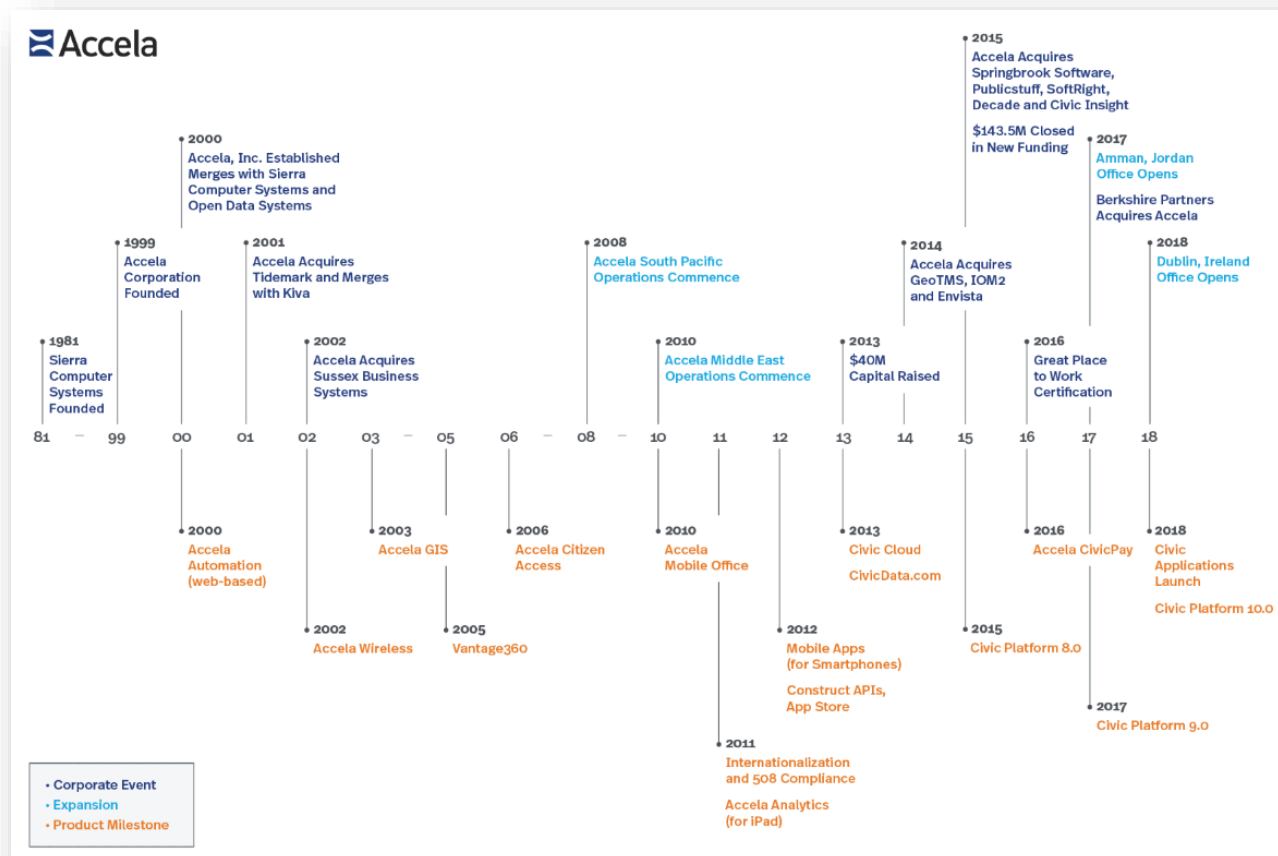


Exhibit: Accela's Corporate Timeline

Accela Center of Expertise

We have been the leader in regulatory software for nearly 40 years, supporting government agencies with software to help with the permitting, licensing, compliance, and much more. During this time, our software has been used to manage complex regulatory processes such as licensing, complaints, investigations, and more.

As the regulatory industry has evolved, Accela has introduced focused solution for an evolving marketplace. To meet rapidly emerging and complex markets that government is facing, Accela also offers a Center of Expertise team of recognized industry leaders in key verticals who focus on policy, innovation, and knowledge-share around regulatory trends. This thought leadership team helps government leaders and navigate complicated regulatory and govtech challenges and prepare communities for whatever comes next. *For more details, visit <http://bit.ly/2rD6KLt>.*

Silver Lining Solutions Company Background

Streamlining Government Processes and
Increasing Civic Value

Silver Lining
Solutions

Silver Lining Solutions offers a wide range of consulting services for Local and State Government Agencies. We've got the necessary tools and expertise to help you refine and manage your expansion, or your next project. We partner with our clients to develop engaging business strategies, design high quality and scalable solutions, and build long-lasting experiences.

The Silver Lining Team

Silver Lining Solutions is a Colorado based small business founded in 2009. With our headquarters in Aurora, Colorado our team has been involved in Accela Implementation projects from Coast to Coast. Our team's experience started in 2006 when our President and Founder Eric Koontz worked for Accela Inc., and eventually directed the Western US Services Team for the company. Our team of 6 full-time Accela Civic Platform experts and 4 part-time experts provide deep industry and Accela platform knowledge and has participated in well over 70 Accela projects.

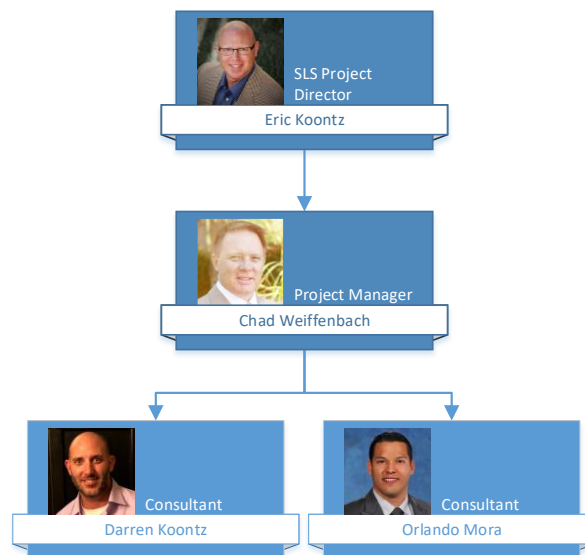
The Implementation Team

At Silver Lining Solutions, we understand the importance of teamwork, transparency, and total customer satisfaction. This group of highly qualified and experienced professionals has been working together as a team for over a decade. We have helped large State Agencies implement enterprise level CRM solutions, Counties to improve their Code Enforcement business process, and developed Service Request (i.e. 311 type of solutions) for Cities that improve communication with constituents. These are just a few of the thousands of business processes that we have improved or developed for government agencies across the country.

At SLS, **Simple and Elegant** solutions are our focus and we take pride in achieving complete customer satisfaction.

Key Team Members

Having carefully evaluated the requirements for the project, SLS has identified these key roles with assigned staff:



SLS makes a Great Partner

Choosing your implementation team and who you will place your trust and confidence in is an important part of the selection process. It is equally as important as selecting the right product and system.

We respectfully yet strongly believe that the ***SLS team is the right decision***, and we are confident that you will come to agree with us. We guarantee you will be enthusiastic about partnering with our team!

Here are **3 Key Reasons** why SLS makes a great partner:

Government Business Processing Experience

Our team has worked with all sizes of government agencies from small cities and counties to large cities and states. Our team has provided leadership and technical solutions for government for many business needs including CRM, 311, Asset Management, Licensing, Permitting, Code Enforcement, Fire Inspections, Planning, and so much more. Because of this diverse exposure and experience we have skills that few other consultants and vendors can offer. As the City Council looks to select a solution that will manage service requests, we feel confident that we will be able to provide a strong team to assist in this unique endeavor.

Great People

It seems overly simplistic to suggest that a team comprised of wonderful people with great personalities could be part of a formula for success. But it truly is a difference maker! Our team has Computer Scientists, Certified Managers, lots of experience and plenty of business chops. All those boxes are checked on this team, but there is more. This team cares about people. They care about you and your mission to make a difference for the City of Boston. They care about success and they care about long-term relationships.

Continued Partnership

This project will be a wonderful solution for the great citizens of Boston and the City Council. With the right solution and implementation team, the City Council will develop a platform that will increase its ability to better serve the People of Boston. This RFP will provide the City Council with the basic ability to receive and manage service requests. Our team will be able to easily ensure that the City accomplishes this goal. In addition, however, the City has indicated that it is aware of the potential for growth and enhancements for this system. The Accela system and our SLS team stand ready to help, and the good news is that Accela products already can perform the tasks and provide the tools that will make this happen.

Key Staff Highlights: Eric Koontz (Project Director)

As the president and founder of Silver Lining Solutions, Eric has formed a team of leading government experts that are changing the way government does business today. With a focus on process improvement, cutting-edge technology, and a passion for collaboration Eric's leadership is redefining success. The Silver Lining Solutions Team has been responsible for the success of hundreds of State and Local government implementations. SLS improves the way Government does business and ultimately the way their constituents experience the benefits of government agencies.



Skills

- Project Oversight and Management
- Certified ScrumMaster Scrum Alliance January 2017
- Certified Asset Management Auditor August 2015
- Business Process Engineering
- Java, Javascript, SQL, CSS, HTML and other programming languages

Project Experience

Mr. Koontz has provided leadership and technical solutions for over 100 projects in the last 12 years. The following projects are highlighted:

Boston Public Health Commission Mobility/Web CXM implementation, Boston, MA

Sr PD responsible for overseeing the Community Development Platform Implementation for Environmental Health and Permitting services at BPHC. Provided project oversight, project management, end-user training, scripting and report development, as well as solution design services resulting in a successful on-time and on-budget project

City of Salt Lake Citywide Enterprise Service Request and Licensing Solution, UT

SR PM responsible for managing the implementation of a citywide Community Development solution, consisting of 9 City Divisions for their Permitting and Service Request processes. This One Stop solution drastically improved communication and data sharing between these divisions, enhancing the ability for the public to easily retrieve property data and initiate Service Requests with the City of Salt Lake.

City of Brookhaven Community Development Implementation, NY

SR PM responsible for ensuring the implementation and delivery of a citywide Community Development solution, consisting of multiple departments for their Permitting and Service Request processes. This Community Development solution significantly improved communication, data sharing, and document sharing between external departments, giving the city of Brookhaven its first city wide solution for Permit processing and Service Requests.

Key Staff Highlights: Chad Weiffenbach (Project Manager)



Chad leads his clients to enable strong collaboration and empower teams to crush their goals! Accumulating 26 years of professional experience, he has the skills to lead major programs and projects for established as well as start-up operations and brings significant leadership capabilities in Accela system implementations. He is an expert in delivery strategies that increase Accela project success. Of interest, Mr. Weiffenbach has lead efforts in Agile implementation for Cannabis and Business Licensing implementation for State agencies, Inspection and Compliance tracking for Fire Protection Agencies, and event management and business licensing for counties and cities in the United States.

Skills

- Certified PMP, Scrum Master, Scrum Product Owner, SAFe Agilist, and Six Sigma Black Belt
- Programming: C, C#, .NET, C++, HTML SQL, Java, Javascript, SQL, PL/SQL
- Systems: Windows Server (2003/2008 & 200 R2/2012 & 2012 R2), Linux (Ubuntu), UNIX (HP-UX, Solaris, AIX, Virtualization (VMware Workstation/Virtual Box/Hyper-V)
- Databases and Analytics: MS SQL, MySQL, Oracle, MS SSRS, Crystal Reports, Power BI,
- Training, IV&V, Business Process Analysis and Business Process Re-design

Project Experience

Boston Public Health Commission Mobility/Web CXM implementation, Boston, MA

Sr PM responsible for successfully managing the Community Development Platform Implementation for Environmental Health and Permitting services at BPHC. Provided change management, project management, end-user training, architectural oversight, scripting and report development, and solution design services resulting in a successful on-time and on-budget project

Enforcement Service Request, Permit Application/Processing Implementation - State of Michigan

PM and Scrum Master responsible for multiple projects including the implementation of Enforcement service requests, Permitting application and processing, and a statewide Business Licensing solution. As a PM and Scrum Master during this multi-year multi-phase project, was critical in the design for upwards of 500 unique business processes.

City of Virginia Beach Planning Dept. Accela Implementation, VA

Sr PM responsible for successfully managing the City Planning Department's system implementation of automated business processing, document review and document management. Provided change management, project management, end-user training, architectural oversight, scripting, report development, and solution design services resulting in a successful on-time and on-budget project.

Key Staff Highlights: Orlando Mora (Senior Consultant)



Orlando has many years of experience working directly with State and Local governments and has led them to new modernized and more efficient business processes. These processes have made agencies successful in decreasing costs to do business and increasing services to their constituents. Mr. Mora has also led as a Project Manager, Lead Analyst, and Technical Consultant when implementing Land Management and Licensing Software.

Skills

- Implementation Team Lead
- Analyze and document organizational business processes
- Design of new efficient organizational processes
- Design and lead software testing
- Design and lead training courses
- Support and maintenance

Project Experience

Boston Public Health Commission Mobility/Web CXM Implementation, Boston, MA

Sr Business Analyst responsible for assisting in the design and implementation of multiple business processes, as well as end user training for this Community Development Platform implementation. With expertise in business processes, was instrumental in creating various unique business processes resulting in a successful project delivered on-time.

City of San Diego Community Development Special Event Request/Processing Implementation, CA

Sr Business Analyst in charge of delivering a highly complex business solution for the City of San Diego's Special Event Program. This extremely complicated solution, was essential to merging multiple permitting solutions into one colossal solution, minimizing the need for additional staff support to process these requests. With a high level of product knowledge, and ability to solution outside the box requests, the implementation was a success.

City of Santa Clarita Community Development Permit Processing and Service Request Implementation, CA

Sr Business Analyst responsible for overseeing system configuration and ensuring consistency across multiple departments. As a Sr Business Analyst and Team Leader with a high level for attention to detail, was critical to the success of the project ensuring consistency over the entire platform.

Key Staff Highlights: Darren Koontz (Senior Consultant)

Darren has spent the last 9 years implementing business solutions for government agencies. From working with new client implementations to enhancing and streamlining existing business processes, Darren has a customer success record that is second to none. Darren's customers have all experienced the same - a relentless passion to solving technical business problems, streamlining processes, increasing public transparency. His understanding and experience in Business Licensing, Land Management, and Asset Management, has made him one of the most experienced Business Consultants in today's rapidly evolving industry.



Skills

- Team Building and Leadership
- Business Process Analysis
- Microsoft Office Products
- Customer Relations
- Software Training

Project Experience

City and County of Denver Permit Processing and Service Requests Implementation, CO

Sr Business Analyst responsible for redesigning and streamlining out of date business processes, including the implementation of new Service Requests, Permitting Processes, and Licensing Processes, for City of Denver's One-Stop Community Development solution. As the lead consultant on this project, was also critical in resolving upwards of 350 post go live issues identified during the initial implementation.

City of Lincoln Community Development Permit Processing/Service Request Implementation, NE

Business Analyst in charge of implementing a One-Stop Community Development solution for the City's Building Department's numerous Permitting Processes, as well as multiple Public Works Service Requests. With experience in script development as well as report writing, was vital to the development stage of the project ensuring the success of script and report development for all city records.

City of Tempe Community Development Permit Processing and Service Request Implementation, AZ

Sr Business Analyst tasked with implementing a Community Development solution, consisting of multiple unique Service Requests, and Permitting Processes. As a seasoned business analyst, was key to the successful delivery of this joint partner implementation of a Community Development platform with limited access to additional implementation resources.

A few highlighted SLS Customers include:**The State of Virginia Alcoholic Beverage Control Authority**

The SLS team serves an important role in the State's licensing and citizen portal project. Based on the team's significant industry knowledge, they were selected to provide IV&V, Architectural, and Professional Services oversight for this enterprise project.

**The City and County of Denver CO**

The SLS team provided professional services focused on re-engineering service request business processes. Much of this work was heavily focused on increasing the citizen portals that enhanced transparency and communication.

**The City of Aurora CO**

The SLS team provided professional services for the City's full implementation of the Community Development System. Report development, Business Automation, Service Request development, Citizen Portal services, and so much more.

**California Prop 64 Initiative**

The SLS team was a primary services provider for the State of California's Cannabis Licensing and Enforcement project. Our team provided key personnel for Scrum Master and solution architects that delivered the project on time and in budget.

At SLS, our team has earned the respect of our customers, our partners, and our colleagues. It is our intention to earn your trust and your business today and in the future.

CLIENT REFERENCES



State of Virginia Alcoholic Beverage Control Authority
Jennifer Wade
Business Systems Analysis Supervisor
2901 Hermitage Road, Richmond, VA 23220
Phone Number (804) 213-4511
Email: Jennifer.wade@abc.virginia.gov



City of Downey, California
Alvin Lam
Information Technology Division Manager
11111 Brookshire Avenue
Downey, CA 90241
Phone Number (562) 904-7266
Email: alam@downeyca.org



City and County of Denver
Laura Millard
Senior Accela Analyst
Phone Number: (720) 913-3083
Email: laura.millard@denvergov.org

PRICE PROPOSAL

Software Pricing

The proposed software pricing is based on Accela's SaaS model for 2 Single Users, 2 Multiusers, and 4 mobile only users.

Item	5 Year Agreement
Accela SaaS total subscription – Year 1 – Phase 1	\$19,992.00
Accela SaaS total subscription – Year 2 – Phase 1	\$20,991.60
Accela SaaS total subscription – Year 3 – Phase 2	\$22,041.18
Accela SaaS total subscription – Year 4 – Phase 2	\$23,143.24
Accela SaaS total subscription – Year 5 – Phase 2	\$24,300.40
5 Year Total Subscription Cost	\$110,468.46

Total SaaS Quote for 5 years is \$110,468.46.

Services Pricing

The total fixed fee for services as described in the Scope of Work in this Proposal for Phase 1 is \$99,813.00.

The total fixed fee for services as described in the Scope of Work in this Proposal for Phase 2 is \$62,083.00.

The following payment schedule will be applied to the 16 Week Phase 1 project:

Services Event – Phase 1	Amount (\$)
Sprint 1: Project Initiation	\$7,717.50
Sprint 2: System Development	\$7,717.50
Sprint 3: System Development	\$7,717.50
Sprint 4: System Development	\$7,717.50
Sprint 5: System Development	\$7,717.50
Sprint 6: System Development	\$7,717.50
Sprint 7: UAT	\$7,717.50
Sprint 8: Go Live	\$7,717.50
Electronic Document Management	\$16,807.00
Initial Setup and Configuration for Document Storage on the Neoledge EDMS System	\$5,316.50

Accela/CyberSource redirect Interface	\$10,461.50
Implementation of a custom form that will allow all future scanned documents to be loaded into the Neoledge Platform.	\$2,744.00
Installation and Configuration of the Accela/Neoledge Interface	\$2,744.00
Total	\$99,813.00

The following payment schedule will be applied to the Phase 2 Project:

Services Event – Phase 2	Amount (\$)
Accela/Neoledge EDMSE Interface	\$7,889.00
Implementation of a custom loading solution that will import the existing scanned documents that the City currently has created.	\$7,374.50
Scanning Services	\$21,780.50
Electronic Document Management	\$25,039.00
Total	\$62,083.00

Project expenses are not included in the above Services Pricing table. SLS has estimated a travel budget of \$4,905.00 for this project. SLS and the City will work together utilizing a combination of onsite and remote work via web conferencing. Travel expenses will be billed as incurred.

SIGNATURE AND ACCEPTANCE

City of South El Monte, CA

Carahsoft

Authorized Signature

Authorized Signature

Name - Type or Print

Name - Type or Print

Title

Title

Date

Date

ATTACHMENT D

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

CARAHSOFT TECHNOLOGY CORP.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
CARAHSOFT TECHNOLOGY CORP.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2020 by and between the City of South El Monte, a California, a municipal corporation (“City”) and Carahsoft Technology Corp., a Virginia 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. City and Consultant entered into a preliminary agreement for Phase 1 of the services described herein on June 30, 2020.

D. This Agreement is intended to supersede and cancel any and all previous negotiations, arrangements, agreements and understandings.

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

F. 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 Seven Thousand Two Hundred Sixty Nine Dollars and Forty Two Cents (\$277,269.42) (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 five years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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:

Eric Koontz
(Name)

President
(Title)

Chad Weiffenbach
(Name)

Director of Services
(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 Rachel Barbosa, City Manager, 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 Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

**CARAHSOFT TECHNOLOGY CORP., a
Virginia corporation**

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 document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 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 OR TYPE OF DOCUMENT

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

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 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 OR TYPE OF DOCUMENT

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

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:

A. Acella Civic Solutions Software. Consultant will provide the City with eight licenses for the Acella Civic Solutions software (“Software”). The Software will include the following elements:

- a. Permitting. The Software will automate the review and routing of permit applications; automate data access, routing, and data collection processes; and provide for permit processing in the cloud.
- b. Code Enforcement. The Software will help the City collect, track, and manage the code enforcement process, including online services, complaints, inspection management, ticket/Notice of Violation issuance, and fine collection.
- c. Permit Process. The Software will provide automation for the permitting process, including the receipt of applications, adding comments, and generate the permit document.
- d. Inspection Process. The Software will allow the City to schedule inspections through the customer portal or through the City itself. The Software will allow the City to collect information from applicants regarding the inspection, and limit the number of inspections per day.
- e. Mobile Application. The Software will include a mobile application, allowing the City to utilize many of the aspects of the Software on mobile devices.

B. Implementation Support. Implementation support will be provided by Subconsultant Silver Lining Solutions, LLC.

- a. Project Kick-off and Backlog Creation. Consultant and the City will meet to plan and break down the work encompassing the implementation. Consultant and City will plan the implementation stage, and Consultant will provide the City with initial training.

- b. Configuration. Consultant will work closely with City staff to configure the Software to ensure that it is best suited for the City's purposes.
- c. Training. Consultant will provide training to City staff on all aspects of the Software. This will include workshops on key aspects of the Software, as well as day-to-day use of the same.
- d. System Testing. Consultant will assist the City in ensuring that the Software meets all City requirements as documented.
- e. Go Live. Consultant will conduct pre go-live support, including data conversion execution, staff preparation, etc. During go-live, Consultant will work with the City to identify and address issues identified during this period and develop a list of issues the City wishes to track.

C. Scanning of Documents. Scanning services will be provided by Subconsultant Silver Lining Solutions, LLC. Consultant will scan the City's existing land use management documents. Consultant will scan up to 100,000 pages. Each file will be named per the specific address provided, and emailed directly to a specific email address.

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

A. The Software, as described above.

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. Consultant will provide the City with weekly updates, including the status of work completed to date and any anticipated delays or disruptions in future work.

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. Subconsultant Silver Lining Solutions, LLC.

a. Eric Koontz, SLS Project Director

- b. Chad Weiffenbach, Project Manager
- c. Orlando Mora, Senior Consultant
- d. Darren Koontz, Senior Consultant

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

TITLE	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Civic Solutions Software	\$19,992.00	\$20,991.60	\$22,041.18	\$23,143.24	\$24,300.40	\$110,468.42
Implementation	\$49,906.50	\$49,906.50	\$13,434.17	\$13,434.17	\$13,434.17	\$140,115.50
Scanning Services	\$21,780.50					\$21,780.50
Travel/Expenses						\$4,905.00
CONTRACT SUM						\$277,269.42

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.

Not Applicable.

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.**

Not Applicable.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Days to Perform

- | | | |
|----|--------------------------|------------------------------|
| A. | Civic Solutions Software | Ongoing |
| B. | Implementation | 16 Weeks from Effective Date |
| C. | Scanning Services | 10 Weeks from Effective Date |

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

- A. The Software – Within 10 Days from Effective Date of this Agreement

- 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.
11.g.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-130,
APPROVING AND ADOPTING THE STATE MANDATED
CAMPAIGN CONTRIBUTION LIMITS SET BY ASSEMBLY
BILL 571 (AB 571)

SUMMARY: Beginning on January 1, 2021, Assembly Bill 571 (AB 571) imposes default campaign contribution limits upon city elected offices and certain regulations relating to campaign funds for cities with no local campaign contribution limit, but also permits cities to enact their own local campaign contribution limits as explained further in this staff report.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-130, approving and adopting the campaign contributions set by the State, maintaining the status quo of no local ordinance and defaulting to the State requirements of AB 571.

FISCAL IMPACT: None.

DISCUSSION: The City of South El Monte currently does not have mandatory local campaign contribution limits for local elections. Last year the California legislature enacted Assembly Bill 571 (AB 571) that, beginning January 1, 2021, will impose campaign contribution limits for State offices (that are not elected statewide) upon local elections in those cities that do not currently have a local limit in place. AB 571 amended Government Code Section 85301(a) to do the following: (a) make State campaign contribution limits applicable to cities that do not currently have them; (b) allow cities to set different campaign contribution limits based on their local circumstances; and (c) empower cities to enforce these limits through standard enforcement methods, such as criminal, civil, or administrative citations. The current campaign contribution limit for State offices is \$4,700

and is updated by the State in odd-numbered years to reflect increases or decreases in CPI.

Commencing January 1, 2021, AB 571 also imposes additional requirements for candidates for elective city office in cities that do not have local campaign contribution limits (i.e., cities that default to State limits). These requirements are summarized as follows:

1. Candidates cannot make a campaign contribution to another candidate in excess of the State contribution limit.
2. A candidate or committee controlled by the candidate cannot make a contribution to any other candidate for city office in excess of \$3,000 per election.
3. Candidates may transfer campaign funds from one controlled committee to another controlled committee of the same candidate using the “last in, first out” or “first in, first out” accounting method. Attributed contributions, when combined with all contributions from the same contributor, cannot exceed the limit imposed by Government Code 85301
4. Candidates cannot personally loan money to his or her campaign an amount, which exceeds \$100,000.
5. An elected city official may establish a committee to oppose a recall measure and election as soon as the official receives a notice of intent against them and can accept contributions without regard to state contribution limits.
6. Candidates can accept contributions after the date of the election only to the extent that the contributions do not exceed net debts outstanding from the election and the contributions do not otherwise exceed the State’s contribution limits.
7. Candidates may carry over contributions raised with one election to pay campaign expenditures incurred in connection with a subsequent election for the same office.
8. A candidate for elective city office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective city office if the candidate sets aside these contributions and uses these contributions for the general election or special general election.

California cities are authorized by AB 571 to set local campaign contribution limits at amounts that may be higher or lower than the State limit. However, as noted above, if the City imposes its own local limits pursuant to AB 571, then none of the rules above will apply to the City (even though some do not relate to a limit on contributions).

At the November 10, 2020, City Council Meeting the City Council reviewed the potential options for responding to AB 571 and determined that the City would maintain the status quo and following the State mandates set by AB 571. As such, the proposed Resolution would approve and adopt the campaign limitation set by AB 571. As such, the additional rules set by AB 571 will apply in the City and the FPPC will be responsible for enforcing violations of the same.

ATTACHMENTS:

[Resolution No. 20-130](#)

RESOLUTION NO. 20-130

A RESOLUTION OF THE SOUTH EL MONE CITY COUNCIL APPROVING
AND ADOPTING THE STATE MANDATED CAMPAIGN CONTRIBUTION
LIMITS SET BY AB 571

WHEREAS, the City of South El Monte (“City”) currently does not have established local limits for campaign contributions to candidates for elective City offices; and

WHEREAS, Assembly Bill No. 571 (“AB 571”) imposes a default campaign contribution limit applicable to cities and counties which have no established local campaign contribution limits, beginning January 1, 2021. The default contribution limit is set at the same amount applicable to certain elected State officials, as that amount is adjusted by the Fair Political Practices Commission (“FPPC”) pursuant to Government Code Sections 85301 and 83124. The limit, which represents the maximum amount that any one person can contribute to a single candidate in a single election, is \$4,700; and

WHEREAS, Elections Code Section 10202 (which will be automatically repealed on January 1, 2021 pursuant to AB 571) and Government Code Section 85702.5 (which will be effective on January 1, 2021 pursuant to AB 571) permit the City to establish its own campaign contribution limits that are different from what is established by Government Code Sections 85301 and 83124, whether higher or lower, by resolution or ordinance; and

WHEREAS, the City Council now desires and intends to approve and accept the campaign contribution limits set by the State through AB 571.

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

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

SECTION 2: The City Council hereby approves and accepts the campaign contribution limits set by the State of California through AB 571, as that amount is adjusted by the Fair Political Practices Commission pursuant to Government Code Sections 85301 and 83124.

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

PASSED, APPROVED AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-130 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of December 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

**Agenda
Item No.
12.a.**

DATE: December 8, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: ACCEPT CITY CLERK'S CERTIFICATION OF SIGNATURES SUBMITTED IN SUPPORT OF AN INITIATIVE MEASURE TO PERMIT/REGULATE CERTAIN CANNABIS BUSINESSES, REGULATE PERSONAL CANNABIS USE, AND IMPOSE A 6% EXCISE TAX ON THE RETAIL SALES OF CANNABIS/EDIBLES; AND, PURSUANT TO ELECTIONS CODE SECTION 9215, ADOPT THE INITIATIVE MEASURE BY ORDINANCE, OR SUBMIT THE INITIATIVE MEASURE TO THE VOTERS AT A GENERAL OR SPECIAL ELECTION, OR ORDER A REPORT ON THE INITIATIVE MEASURE PURSUANT TO ELECTIONS CODE SECTION 9212, OR PROVIDE OTHER DIRECTION TO STAFF

SUMMARY: A citizen initiative to allow certain cannabis businesses within the City, regulate personal use of cannabis, and to establish a maximum 6% excise tax on the retail sale of cannabis and edibles ("Measure") was received by the City Clerk's Office on April 14, 2020 by Mr. Wilhans Ili. The City Attorney's Office did not prepare the contents of the Measure. The Measure was prepared by its proponents and their attorneys, and not by the City. Pursuant to the Elections Code, a ballot title and summary was prepared by the City Attorney's Office and provided to the initiative proponents. In the intervening time, the proponents gathered signatures for potential qualification of the Measure. The City Clerk has determined that the Measure contains the requisite number of signatures. Consequently, this sets off a chain of events that the City Council must determine and carry out pursuant to the Elections Code.

Therefore, the City Council must now accept the City Clerk's Certification of Sufficiency for the Measure by adopting the attached resolution, and determine whether to adopt the initiative, submit the initiative to the voters at either a general or special election, or order a report on the initiative in order to gather more information, as further described in this report.

RECOMMENDATION: Staff recommends City Council:

1. Adopt a Resolution accepting the City Clerk's Certification of Sufficiency for the Measure (Attachment C); and
2. Adopt an Ordinance which will adopt the Measure without alteration (Option 1; Attachment D) OR
3. Submit the Measure without alteration to the voters at a general municipal election on November 8, 2022, by approving the appropriate resolutions (Option 2A; Attachments E through G) OR
4. Submit the Measure without alteration to the voters at a special municipal election, determine the date of the special municipal election, and adopt the appropriate resolutions (Option 2B; Attachments H through K) OR
5. Order a report on the Measure pursuant to Elections Code Section 9212 (Option 3) OR
6. Provide other direction to staff.

FISCAL IMPACT: The estimated costs for submitting this Measure to the voters is as follows:

City staff has requested an estimate of costs from the LA County Registrar Recorder for submitting the Measure to the next General Municipal Election (November 8, 2022), which is anticipated to be consolidated with the County election occurring on the same date. However, the LA County Registrar Recorder is currently unable to provide an estimate for November 2022; however, LA County Registrar Recorder did provide an estimate based upon November 2020's costs. This cost is approximately \$36,852.16.

LA County Registrar Recorder has provided the cost estimate of \$91,000 for submitting the Measure to a special municipal election between March 6, 2021, and March 21, 2021.

Additionally, the City will still bear all other related costs. For example, the City will have to pay for its own costs in terms of staff and legal costs spent in preparing the necessary documents, including this report, for the Measure. These costs could also include, but not be limited to, any report requested pursuant to Elections Code Section 9212 (see below)

and potential legal challenges relating to the Measure, its validity, and related election. Additional financial information will be provided as City staff receives it.

DISCUSSION: On April 14, 2020, the City Clerk's office received a Notice of Intent to circulate a petition for an initiative. The City Attorney's Office did not prepare the contents of the Measure. The Measure was prepared by its proponents and their attorneys, and not by the City. The City Attorney's Office only prepared the ballot title and summary, which is required by the Elections Code. The City Attorney's Office prepared a ballot title as follows:

AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION

The City Attorney's Office also prepared a summary of the Measure pursuant to the Elections Code. That notice of intent and the proposed initiative and the ballot title & summary are attached to this report as Attachment A.

Measure's Provisions

The Measure was submitted by Mr. Wilhans Ili and who is represented by Mr. Art Castillo. The proponent states the Measure's purpose is to stimulate "the economy for the City of South El Monte" through an excise tax imposed upon the retail sale of cannabis and edibles and to remove "the ban on Cannabis (Marijuana) dispensaries, legalize cultivation, testing, and manufacturing/distribution of cannabis products through state- licensed retailers."

In summary, the Measure contains the following components:

1. Allow and Regulate Cannabis Businesses

The Measure permits cannabis dispensaries; permits cultivation, testing, and manufacturing/distribution of cannabis products by individuals who are at least 21 years of age and older; and permits commercial sales of cannabis through state-licensed retailers. The number of cannabis businesses would be limited to the following: up to 5 cannabis dispensaries, up to 2 cannabis cultivation businesses, up to 2 manufacturing/distribution businesses, and up to 1 testing facility.

2. Regulate Personal Cannabis Use by Persons Who Are 21 and Older

The Measure also only allows individuals who are 21 years and older to purchase, possess, and use cannabis and cannabis products for personal consumption. Additionally, the Measure does not allow driving, flying, or boating while impaired by cannabis. The Measure would not require an employer to permit/accommodate cannabis use while an

employee is working and does not restrict an employer from maintaining a drug-free workplace or to implement policies restricting the use of cannabis and cannabis products by workers or job applicants. The Measure does not allow cannabis use in public places such as restaurants or open spaces (e.g., City-owned parks).

3. Impose a Maximum 6% Excise Tax on the Retail Sale of Cannabis and Edibles

The Measure would impose a not more than 6% excise tax upon the retail sales of cannabis and edibles. The revenue of this tax would be dedicated towards implementation costs, clinical trials, roads, and other municipal costs. Further, this tax revenue shall be used to improve the quality of life for South El Monte residents by improving/creating needed programs for seniors/youth; fixing needed infrastructure (streets, roads, and sidewalks); and subsidizing public safety (sheriffs and fire department), existing/future commercial, industrial, and affordable housing development for residents of South El Monte. Because there is a specific identified use for the tax revenue, this is a special tax and revenues must be spent upon these uses.

Signature Review and Verification

The petition proponent timely submitted a total of 1,359 signatures. In accordance with Elections Code Section 2187, at the time of the County Clerk's last official report of registration to the Secretary of State, the City had 8,498 registered voters. In accordance with Elections Code Section 9215, 849.8 valid registered voter signatures are required to qualify the initiative petition.

Pursuant to California Elections Code Sections 9114 and 9211, these signatures were reviewed and verified by the LA County Registrar of Voters. Based upon their review, 945 signatures have been determined sufficient. The City Clerk's certification is attached as Attachment B and is being submitted to the City Council pursuant to California Elections Code Section 9114.

The City Council is required to accept the City Clerk's Certification of Sufficiency by adopting the Resolution in Attachment C.

Election Code Section 9215 Determination

Because the Measure has been certified as containing sufficient signatures, the Elections Code obligates the City Council to carry out certain actions on the Measure at its next regular meeting, or within 10 days thereafter. In summary, Elections Code Section 9215 requires the City Council to do one of the following:

1. Adopt the Measure, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented.
2. Submit the Measure, without alteration, to the voters pursuant to Elections Code § 1405.

3. Order a report pursuant to Elections Code §9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the City Council, it must either adopt the Measure within 10 days or order an election pursuant to Elections Code § 1405.

As such, the City Council effectively has the following options:

I. OPTION 1 – Adopt the Measure by Ordinance without Alteration

The City Council could adopt Ordinance 20-xx, attached hereto as Attachment D. Ordinance 20-xx would adopt the Measure without alteration.

II. OPTION 2A – Submit the Measure to the Voters at a General Municipal Election without alteration

OR

OPTION 2B – Submit the Measure to the Voters at a Special Municipal Election without alteration

A. Option 2A – Submit the Measure without Alteration to the Voters at the Next General Municipal Election on November 8, 2022.

The default rule under Elections Code Sections 9215 and 1405 is that the Measure is submitted to the voters at the City's next general municipal election. In this case, the next general municipal election would be November 8, 2022. In order to do this, the City Council would have to adopt three resolutions (included in this report as Attachments E, F, and G) that call the election, submit the measure, and request consolidation with the County election held on the same day; authorize arguments and directs the City Attorney to draft an impartial analysis; and authorize the drafting of rebuttal arguments. These resolutions must be adopted and submitted to LA County at least 88 days before November 8, 2022. The proposed ballot question/label would be as follows:

Shall the measure, permitting/regulating limited cannabis businesses (5 dispensaries, 2 cultivation, 1 testing facility, 2 manufactures/distributors); regulating personal cannabis use; establishing a maximum 6% special excise tax on retail cannabis/edibles sales generating approximately \$126,000 annually until ended by voters for implementation costs, clinical trials, municipalities where cannabis business are located, senior/youth programs, infrastructure (streets/roads/sidewalks), public safety (sheriffs/fire department), existing/future commercial, industrial, and affordable housing developments, be adopted?

State law limits this ballot question/label to 75 words. As such, the current word count of the above ballot label is exactly 75 words. It also must be a fair and impartial synopsis of the Measure, and, since it seeks to impose a tax, must also contain the tax rate, duration, and estimated proceeds generated. Additional information relating to the Measure will be provided at the December 8, 2020, meeting.

Attachment F provides a resolution concerning direct arguments in favor and against for the Measure. It authorizes, but does not require, any councilmembers to draft and submit direct arguments. This resolution also sets priorities pursuant to State law for choosing among multiple arguments submitted.

Attachment G provides a resolution authorizing rebuttal arguments. Rebuttal arguments are prepared by the opposite authors of the primary written arguments. Rebuttal arguments are optional under state law and are allowed at the discretion of the City Council.

The due dates for the direct and rebuttal arguments will be set by the City Clerk in order to appropriately time it with the November 8, 2022, general municipal election.

As stated above, the cost of this Option 2A is estimated to be \$36,852.16 using November 2020 calculations (the November 8, 2022 election is too far in the future for the County to provide an estimate at this time). This does not include the City's other costs, such as those relating to staff and legal costs as noted above.

B. Option 2B – Submit the Measure without Alteration to the Voters at a Special Municipal Election and Choose a Special Municipal Election Date

As an alternative to submitting the Measure to a general municipal election, Elections Code Section 1405 permits the City Council to submit the Measure to a special municipal election, provided that the election is held "...not less than 88 days nor more than 103 days after the order of the election." Effectively, this means that the City Council would need to choose a Tuesday between March 6, 2021 and March 21, 2021 that does not fall on the day before, day of, or day after a State holiday. Additional information regarding the available dates will be provided by the December 8, 2020, meeting as City staff receives it.

This election will likely be a City standalone election (i.e., the City would be the only one carrying out an election) and would require the City to request that the County provide election services. Attachments H, I, J, and K contain the resolutions that would need to be adopted to carry out this option. In short, these resolutions call the election and submit the measure, request county to provide election services; authorize arguments and directs the City Attorney to draft an impartial analysis; and authorize the submission of rebuttal arguments. The ballot label/question would be the same as Option 2A.

Attachment I requests election services from the County since this will not be consolidated with another election and will be a standalone City election.

Attachment J provides a resolution concerning direct arguments in favor and against for the Measure. It authorizes, but does not require, any councilmembers to draft and submit direct arguments. This resolution also sets priorities pursuant to State law for choosing among multiple arguments submitted.

Attachment K provides a resolution authorizing rebuttal arguments. Rebuttal arguments are prepared by the opposite authors of the primary written arguments. Rebuttal arguments are optional under state law and are allowed at the discretion of the City Council.

If Option 2B is chosen, the Election Code requires that direct arguments be due to the City Clerk's Office by close of business December 22, 2020, and rebuttal arguments would be due by close of business January 4, 2021.

As noted above, as of the writing of this report, the County has estimated the cost of Option 2B to be \$91,000. Again, this does not include the City's other costs, such as those relating to staff and legal costs.

C. Procedural Issues Relating to Options 2 and 3

1. Council Approval Requirements

For Options 2A and 2B, only a majority of the Council is required to act. This is different from the recently approved sales tax as the sales tax was a Council-initiated measure while this initiative is a voter-initiated measure. This distinction results in differing rules.

2. Voter Approval Requirements.

State law provides that special taxes must be approved by a supermajority vote of the voters, but also provides that voter-initiated measures only require a majority vote. As noted above, the Measure also contains a special tax; however, there are conflicting court decisions on whether a simple majority vote or a supermajority vote is required to adopt this measure. Consequently, the City Council must decide which threshold applies to include in the appropriate resolutions or it can instead request that this issue be further assessed pursuant to the report under Option 3 below.

III. OPTION 3 – Order a Report on the Measure Pursuant to Elections Code Section 9212

The City Council may refer the Measure for a report pursuant to Elections Code Sections 9215 and 9212 on any or all of the following:

1. Its fiscal impact; and/or

2. Its effect on the internal consistency of the City's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code; and/or

3. Its effect on the use of land, the impact on the availability and location of housing, and the ability of the City to meet its regional housing needs; and/or

4. Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses; and/or
5. Its impact on the community's ability to attract and retain business and employment; and/or
6. Its impact on the uses of vacant parcels of land; and/or
7. Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization; and or
8. Any other matters that the legislative body wishes to be considered in the report.

Elections Code Section 9212 requires the report to be presented to the City Council no later than 30 days after the City Clerk certifies to the legislative body the sufficiency of the initiative petitions. The 30th day would be January 7, 2021, which means that a special meeting of the Council may be required. After the report is presented, the Council would then have the ability to determine whether to proceed pursuant to Options 1, 2A, or 2B (all of the time periods/dates would be accordingly adjusted).

Proponents May Withdraw the Measure

It is also worth noting that the proponents may withdraw the Measure pursuant to Elections Code Section 9215.5 as follows: "The proponent of an initiative may withdraw the initiative at any time before the 88th day before the election, whether or not the petition has already been found sufficient by the elections official." This can be done for any reason, such as illegality and conflicts with law identified in a measure, a competing measure that the proponents now prefer, or for any other reason of the proponent.

ATTACHMENTS:

[Attachment A -Initiative Measure and Notice of Intent to Circulate Petition and Ballot Title & Summary](#)

[Attachment B - City Clerk's Certification signed](#)

[Attachment C - Resolution No. XX - Accepting Certification of Sufficiency of Cannabis Measure](#)

[Attachment D - SEM CC - Ordinance Adopting Voter Initiative Re Cannabis](#)

[Attachment E - Resolution No. 20-xx - Cannabis General - Calling for an Election on Cannabis Initiative and requesting Consolidation.docx](#)

[Attachment F - Resolution No. 20-xx Cannabis General - Authorizing Direct Arguments and Ordering Drafting of Impartial Analysis](#)

Attachment G - Resolution No. 20-xx - Cannabis General - Authorizing Rebuttal Arguments

Attachment H - ResolutionNo. 20-xx - Cannabis Special- Calling for an Election on Cannabis Initiative and requesting Consolidation.docx

Attachment I - Resolution 20-XX - Cannabis Special Election - Request for County Election Services

Attachment J - Resolution No. 20-xx Cannabis Special- Authorizing Direct Arguments and Ordering Drafting of Impartial Analysis

Attachment K - Resolution No. 20-xx - Cannabis Special - Authorizing Rebuttal Arguments

ATTACHMENT A

April 14, 2020

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2020 APR 14 P 4: 04

South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Via Hand Delivery

Re: Proposed City Initiative

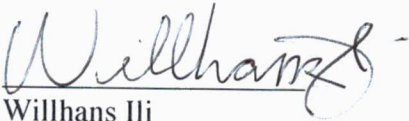
Dear City Clerk:

The undersigned are proponents of a proposed initiative in the City of South El Monte. Enclosed are the following documents required to file before circulating the initiative:

1. Notice of intent to circulate petition and statement of reason;
2. Proponent's address;
3. Affidavit of proponent Willhans Ili;
4. Full text of the proposed initiative.

Pursuant to Elections Code §9203, the proponent hereby requests that a ballot title and summary be prepared.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions and/or comments relating to this matter.



Willhans Ili
2430 Lorin Avenue
South El Monte, CA 91733

Notice of Intent to Circulate Petition

Notice is hereby given by the person whose name appears hereon of the intention to circulate the petition within the City of South El Monte to stimulate the economy for the City of South El Monte through sale tax generated by the sale of Cannabis uses/products. Cannabis uses/products would be taxed like other retail food products as determined by the state and municipalities. The City would have the authority to utilize those tax dollars to improve the quality of life by improving needed public services, increase public safety, and improve/repair infrastructure. The amendment to the existing ordinance would remove the ban on Cannabis dispensaries and legally allow other cannabis uses within the City of South El Monte subject to regulations set forth in the South El Monte Municipal Code. A statement of the reasons for the proposed action as contemplated in the petition as follows:

The People of the City of South El Monte, California, find the intent of this initiative is to stimulating the economy for the City of South El Monte through sale tax generated by the sale of Cannabis uses/products. By removing the ban on Cannabis (Marijuana) dispensaries, legalize cultivation, testing, and manufacturing/distribution of cannabis products through state-licensed retailers. The number of dispensaries shall be limited to five (5) retail stores, two (2) cultivation, two (2) manufacturing/distribution, and one (1) testing facility in the City of South El Monte.

238 words

CITIZENS FOR A STRONGER SOUTH EL MONTE ECONOMY

Ballot Language-

Proposal XX-X

A proposed initiated law to remove the ban on Cannabis (Marijuana) dispensaries, legalize cultivation, testing, and manufacturing/distribution of cannabis products by individuals who are at least 21 years of age and older, and commercial sales of Cannabis through state-licensed retailers.

Proposal would:

To stimulate the economy of the City of South El Monte, the sale of Cannabis would be taxed like any other retail food products as determined by the state and municipalities. The City would have the authority to spend those tax dollars as they see fit.

Retail sales of Cannabis and edibles shall be subject to not more than 6% excise tax, dedicated to implementation costs, clinical trials, roads, and municipalities where marijuana businesses are located.

The tax revenue created by the sales of Cannabis shall be used to improve the quality of life of the residents of the City of South El Monte. By improving/creating needed programs for Seniors/Youths, fixing needed infrastructure (Streets, Roads & Sidewalks), and subsidizing public safety (Sheriffs and Fire Department), existing/future commercial, industrial, and affordable housing developments for residents of the City.

Allow only individuals 21 and older to purchase, possess, and use cannabis and cannabis-infused edibles, for personal consumption.

The act does not require an employer to permit or accommodate the use of Cannabis on the job.

It does not restrict the right of employers to maintain a drug-free workplace or to have policies restricting the use of the drug by workers or job applicants.

It also "does not allow driving, flying, or boating while impaired to even the slightest degree by Cannabis.

It states the act does not allow cannabis use in public places like restaurants or open spaces like City parks.

No cannabis products resembling humans, animals, insects, fruit, toys, or cartoon characters, meaning gummy bears and gummy worms, would be prohibited.

The number of dispensaries shall be limited to five (5) retail stores, two (2) cultivation, two (2) manufacturing/distribution, and one (1) testing facility in the City of South El Monte
Should this proposal be adopted?

☐ YES

☐ NO

351 words

ATTACHMENT B



CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540



CERTIFICATE OF SUFFICIENCY OF PETITION

I, Donna G. Schwartz, City Clerk of the City of South El Monte, County of Los Angeles, State of California, hereby Certify that:

That the petition entitled "An Initiative Measure to Permit and Regulate Cannabis Dispensaries, Cultivation, Testing, Manufacturing/Distribution of Cannabis Products by Individuals who are at Least 21 Years of Age, and Commercial Sales of Cannabis by State Licensed Retailers in the City of South El Monte to Impose a 6% Excise Special Tax on Retail Sales of Cannabis and Edibles; and to Regulate Purchase, Possession, and Use of Cannabis and Cannabis Products for Personal Consumption" ("Petition") was filed with this office on October 20, 2020.

That said petition consists of 237 sections;

That each section contains signatures purporting to be the signatures of qualified electors of South El Monte;

That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between with the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be:

That after the proponent(s) filed this petition and based on the County of Los Angeles Registrar of Voters' Letter of Findings, I have determined the following facts regarding this petition.

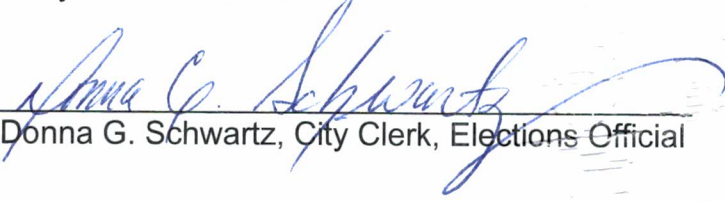
The results of the signature verification are as follows:

Number of signatures filed	1,359
Number of signatures verified	1,359
Number of signatures found sufficient	945
Number of signatures found not sufficient	414
Not sufficient because duplicate	74

The Elections Code requires that "... not less than 10 percent of the voters of the city, according to the last report of registration by the County elections official to the Secretary of State" as of the date that the Petition's Notice of Intention was published to sign the Petition. As of August 20, 2020, the City had 8,498 registered voters. This means that 849.8 valid signatures are required for the Petition to be found sufficient.

Based on the forgoing, the petition is deemed to contain the sufficient number of signatures.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of South El Monte this 25th day of November 2020.


Donna G. Schwartz, City Clerk, Elections Official

Attachment C

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ACCEPTING THE CERTIFICATION OF SUFFICIENCY FOR THE INITIATIVE PETITION ENTITLED “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION”

WHEREAS, a citizen sponsored initiative entitled “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on April 17, 2020, the City Attorney prepared and provided an official ballot title and summary for the proposed initiative for use by the proponents for publication and circulation of the petition; and,

WHEREAS, the Los Angeles County Register-Recorder last official Statement of Registration to the Secretary of State pursuant to Section 2187 of the Election Code, at the time the Notice of Intent was published, was 8,498 registered voters for the City of South El Monte, California as of August 20, 2020; and,

WHEREAS, the initiative petition would require at least 849.8 (10%) valid signatures to be sufficient to qualify for a regular election; and,

WHEREAS, the petition regarding the initiative was submitted to the City Clerk on _____, and said petition was officially filed on _____ after a *prima facie* review was conducted pursuant to the provisions of Election Code Section 9210(b), and the petition was then submitted to the Los Angeles County Register-Recorder on _____, for signature verification; and,

WHEREAS, the Los Angeles County Register-Recorder has prepared the “Letter of Findings” and the City Clerk has prepared a Certification of Sufficiency, both of which are

attached as Exhibit “A”; and,

WHEREAS, the findings of the signature verification conducted by the Los Angeles County Register-Recorder established that 1,359 signatures were filed, 1,359 signatures were verified, and 945 signatures were found sufficient/valid; and,

WHEREAS, subsequent to review of the findings, the City Clerk/Election Official has determined that 945 valid signatures were submitted in the petition initiative and thereby deems the petition to be sufficient to qualify pursuant to Election Code Sections 9215 and 1405.

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

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. The City Council hereby accepts the Certification of Sufficiency for the initiative petition.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A
CERTIFICATION OF SUFFICIENCY

AND

LETTER OF FINDINGS

Attachment D

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
ADOPTING A CITIZEN SPONSORED INITIATIVE
MEASURE PURSUANT TO THE PROVISIONS OF
ELECTIONS CODE SECTIONS 9215 TO ALLOW
CANNABIS BUSINESSES WITHIN THE CITY AND TO
ESTABLISH AN EXCISE TAX ON THE RETAIL SALE OF
CANNABIS AND EDIBLES**

WHEREAS, a citizen sponsored initiative entitled, “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City’s Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code Sections 9215 and 9114; and

WHEREAS, Elections Code Section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, the City Council now wishes to adopt the Measure without alteration, pursuant to Elections Code section 9215.

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. Adoption. Pursuant to Elections Code § 9215, subsection (a), the City Council of the City of South El Monte hereby adopts, without alteration, the Measure as attached hereto as Exhibit A in its entirety and fully incorporated herein by this reference.

SECTION 3. Implementation. The City Clerk and all city officials shall incorporate the changes in city law hereby enacted into the Municipal Codes, and all city officials and staff shall take all necessary steps to implement the initiative Measure as enacted.

SECTION 4. Inconsistent Provisions. Any provision of the South El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such

inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 5. 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 6. Publication. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code, and shall certify to the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna 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 Schwartz, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. xx, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of December 2020, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A of the Ordinance
Text of Measure

Attachment E

RESOLUTION NO. 20-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A CITIZEN INITIATIVE TO ALLOW CERTAIN CANNABIS BUSINESSES WITHIN THE CITY, TO ESTABLISH AN EXCISE TAX ON THE RETAIL SALE OF CANNABIS AND EDIBLES, AND TO REGULATE PERSONAL CANNABIS USE; AND, IN ACCORDANCE THEREWITH, REQUESTING THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE SUBMISSION OF THIS MEASURE AT THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, a citizen sponsored initiative entitled "AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION" (the "Measure") was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City's Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code Sections 9215 and 9114; and

WHEREAS, Elections Code Section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, Elections Code Section 1405 by default provides that the Measure is to be submitted to the City's next General Municipal Elections; and

WHEREAS, the City Council of the City of South El Monte desires to submit to the voters at a General Municipal Election on November 8, 2022, the Measure, a voter initiative to permit and regulate cannabis businesses within the City, impose an excise tax upon the retail sale of cannabis and edibles, and to regulate personal cannabis use; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters the Measure, and the City Council therefore wishes to have the

voters consider the same at a General Municipal Election to be held on November 8, 2022 pursuant to Elections Code Sections 9215 and 1405; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to held on the same date and that within the City of South El Monte the precincts, polling places, and election officers of the two elections be the same, and that the Los Angeles County Registrar of Voters canvass the returns of the General Municipal Election and the election be held in all respects as if there were only one election.

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

Section 1. That pursuant to the requirements of the California Elections Code Sections 306, 9215, 9222, 1405, and 1301, there is called and ordered to be held in the City of South El Monte, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of submitting to the voters of the City of South El Monte a voter initiative to permit and regulate certain cannabis businesses within the City, impose an excise tax upon the retail sale of cannabis and edibles, and to regulate personal cannabis use. As required by Elections Code Section 13247, the abbreviated form of the initiative to appear on the ballot is specified below in Section 2 of this Resolution. The voter initiative shall be entitled the “South El Monte Citizen Initiative Cannabis Measure.” The City’s designated elections official is hereby authorized and directed to make any changes to this proposition, text of the ballot label below or this resolution as required to conform to any requirements of law.

Section 2. That the City Council of the City of South El Monte hereby orders the following voter initiative be submitted to the voters at the aforementioned general municipal election:

Shall the measure, permitting/regulating limited cannabis businesses (5 dispensaries, 2 cultivation, 1 testing facility, 2 manufactures/distributors); regulating personal cannabis use; establishing a maximum 6% special excise tax on retail cannabis/edibles sales generating approximately \$126,000 annually until ended by voters for implementation costs, clinical trials, municipalities where cannabis business are located, senior/youth programs, infrastructure (streets/roads/sidewalks), public safety (sheriffs/fire department), existing/future commercial, industrial, and affordable housing developments, be adopted?	YES
	NO

Section 3. That the text of the proposed ordinance as provided above that is to be submitted to the voters is attached as Exhibit A of this Resolution (“Ordinance”), and the City Council hereby approves its submission to the voters at the November 8, 2022, general municipal election.

Section 4. That the vote requirement for the Measure to pass is a _____ (_____) of the votes cast.

Section 5. That the City's designated elections official is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 6. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 7. Pursuant to California Election Code Section 10242, the polls for the General Municipal Election shall open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as otherwise provided in California Election Code Section 14401.

Section 8. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 9. That notice of the time and place of holding the General Municipal Election is hereby given and the City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 10. That pursuant to Sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation of the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, November 8, 2022.

Section 11. That the Los Angeles County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 12. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar of Voters to take any and all necessary steps for the holding of this consolidated election.

Section 13. That the City of South El Monte recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs.

Section 14. That the designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar of Voters.

Section 15. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A

Ordinance/Text of Measure

Attachment F

RESOLUTION NO. 20-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AUTHORIZING THE DRAFTING OF DIRECT ARGUMENTS, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S), AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, REGARDING A CITIZEN INITIATIVE TO ALLOW CERTAIN CANNABIS BUSINESSES WITHIN THE CITY, TO ESTABLISH AN EXCISE TAX ON THE RETAIL SALE OF CANNABIS AND EDIBLES, AND TO REGULATE PERSONAL CANNABIS USE, SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022

WHEREAS, a citizen sponsored initiative entitled “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City’s Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code 9215 and 9114; and

WHEREAS, Elections Code Section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, the City Council directed that the Measure be submitted to the voters at the November 8, 2022, General Municipal Election; and

WHEREAS, a General Municipal Election is to be held in the City of South El Monte, California, on November 8, 2022, at which there will be submitted to the voters a voter initiative to permit and regulate certain cannabis businesses and personal use within the City, impose an excise tax upon the retail sale of cannabis and edibles, and regulate personal cannabis use; and

WHEREAS, the City Council now wishes to authorize City Council members to prepare written arguments for the Measure.

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

Section 1. That pursuant to Election Code §§ 9282 and 9287, the City Council hereby authorizes, but does not require, any member of the City Council members to prepare written arguments for the foregoing voter initiative:

Section 2. That in the event that more than one argument for or against the foregoing voter initiative is timely submitted, the City Council's duly appointed elections official shall give preference and priority first, to arguments submitted by a member of the City Council, as authorized by this Resolution, and second, to individual voters, bona fide associations, or a combination thereof, in the order set forth at California Elections Code § 9287.

Section 3. That in accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the foregoing voter initiative: (1) shall not exceed three hundred (300) words in length; (2) shall be filed with the City's designated elections official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. **All written arguments may be changed or withdrawn until and including the date fixed by the City's designated elections official, after which time no arguments for or against the foregoing measure may be submitted to the elections official.**

Section 4. That the City Council hereby directs the City's designated elections official to transmit a copy of the foregoing measure to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the elections official's office at (insert telephone number) and a copy will be mailed at no cost to you." **The impartial analysis shall be filed by the date set by the City's designated elections official for the filing of primary arguments.**

Section 5. That the City's designated elections official shall cause the City Attorney's Impartial Analysis, and duly selected arguments, to be printed and distributed to voters in accordance with State law regarding same.

Section 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Attachment G

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A CITIZEN INITIATIVE TO ALLOW CANNABIS BUSINESSES WITHIN THE CITY, TO ESTABLISH AN EXCISE TAX ON THE RETAIL SALE OF CANNABIS AND EDIBLES, AND REGULATE PERSONAL CANNABIS USE, SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022

WHEREAS, A CITIZEN SPONSORED INITIATIVE ENTITLED “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City’s Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code Sections 9215 and 9114; and

WHEREAS, Elections Code Section 9214 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, the City Council directed that the Measure be submitted to the voters at the November 8, 2022, General Municipal Election; and

WHEREAS, a General Municipal Election is to be held in the City of South El Monte, California, on November 8, 2022, at which there will be submitted to the voters a voter initiative to permit and regulate cannabis businesses and personal use within the City, and impose an excise tax upon the retail sale of cannabis and edibles; and

WHEREAS, California Elections Code Section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding city measures submitted at municipal election;

WHEREAS, the City Council now wishes to provide for the filing of rebuttal arguments for the Measure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to Elections Code Section 9285, when the City's designated elections official has selected the arguments for and against the foregoing measure which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The author or a majority of the authors of an argument relating to the foregoing city measure may prepare and submit a rebuttal argument not to exceed two hundred and fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) authors. The rebuttal arguments shall be filed with the City Clerk not more than ten (10) days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 2. That all previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

Section 3. That the provisions of Section 1 of this Resolution shall apply only to the General Municipal Election to be held on November 8, 2022, and shall then be repealed.

Section 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 8^h day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. ____, was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna Schwartz, City Clerk

Attachment H

RESOLUTION NO. 20-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON _____, 2021, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A CITIZEN INITIATIVE TO ALLOW CERTAIN CANNABIS BUSINESSES WITHIN THE CITY, TO ESTABLISH AN EXCISE TAX ON THE RETAIL SALE OF CANNABIS AND EDIBLES, AND TO REGULATE PERSONAL CANNABIS USE

WHEREAS, a citizen sponsored initiative entitled “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City’s Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code 9215 and 9114; and

WHEREAS, Elections Code section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

[WHEREAS, the City Council of the City of South El Monte desires to submit to the voters at a Special Municipal Election on _____, 2021, the Measure, a citizen initiative to permit and regulate cannabis businesses within the City, impose an excise tax upon the retail sale of cannabis and edibles, and regulate personal cannabis use; and

WHEREAS, the City Council of the City of South El Monte is authorized and directed by statute to submit to the voters the Measure, and the City Council therefore wishes to have the voters consider the same at a Special Municipal Election to be held on _____, 2021 pursuant to Elections Code Sections 9215 and 1405.

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

Section 1. That pursuant to the requirements of the California Elections Code, Sections 306, 9215, 9222, 1405, and 1301, there is called and ordered to be held in the City of South El

Monte, California, on Tuesday, _____, 2021, a Special Municipal Election for the purpose of submitting to the voters of the City of South El Monte a citizen initiative to permit and regulate cannabis businesses within the City, impose an excise tax upon the retail sale of cannabis and edibles, and regulate personal cannabis use. As required by Elections Code Section 13247, the abbreviated form of the initiative to appear on the ballot is specified below in Section 2 of this Resolution. The voter initiative shall be entitled the “South El Monte Citizen Initiative Cannabis Measure.” The City’s designated elections official is hereby authorized and directed to make any changes to the proposition, text of the ballot label below or this resolution as required to conform to any requirements of law.

Section 2. That the City Council of the City of South El Monte hereby orders the following voter initiative be submitted to the voters at the aforementioned special municipal election:

Shall the measure, permitting/regulating limited cannabis businesses (5 dispensaries, 2 cultivation, 1 testing facility, 2 manufactures/distributors); regulating personal cannabis use; establishing a maximum 6% special excise tax on retail cannabis/edibles sales generating approximately \$126,000 annually until ended by voters for implementation costs, clinical trials, municipalities where cannabis business are located, senior/youth programs, infrastructure (streets/roads/sidewalks), public safety (sheriffs/fire department), existing/future commercial, industrial, and affordable housing developments, be adopted?	YES
	NO

Section 3. That the text of the proposed ordinance as provided above that is to be submitted to the voters is attached as Exhibit A of this Resolution (“Ordinance”), and the City Council hereby its submission to the voters at the _____, 2021 special municipal election.

Section 4. That the vote requirement for the Measure to pass is a ____ (____) of the votes cast.

Section 5. That the City’s designated elections official is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 6. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 7. Pursuant to California Election Code Section 10242, the polls for the Special Municipal Election shall open at seven o’clock a.m. on the day of the election, and shall remain open continuously from that time until eight o’clock p.m. of the same day when the polls shall be closed, except as otherwise provided in California Election Code Section 14401.

Section 8. That in all particulars not recited in this Resolution, the Special Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 9. That notice of the time and place of holding the Special Municipal Election is hereby given and the City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 10. That the designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar of Voters.

Section 11. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna Schwartz, City Clerk

Exhibit A

Ordinance/Text of Measure

Attachment I

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, _____, 2020

WHEREAS, the City Council of the City of South El Monte called a Special Municipal Election to be held on Tuesday, _____, 2020, for the purpose of submitting a voter-initiated measure to the voters, which is entitled “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION”; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of South El Monte;

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

Section 1. That pursuant to the provisions of Section 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts.
2. A list of polling places and poll workers the county uses for their elections.
3. The voter record of the names and addresses of all eligible registered voters in the City in order that the City’s consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets and/or voter information guides;
 - c. Print Rosters of Voters and Street Indexes;

4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to state law; and
6. Such other services as may be necessary to conduct the Special Municipal Election.

Section 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

Section 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

Section 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Attachment J

RESOLUTION NO. 20-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AUTHORIZING THE DRAFTING OF DIRECT ARGUMENTS, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, REGARDING A CITIZEN INITIATIVE TO ALLOW CERTAIN CANNABIS BUSINESSES WITHIN THE CITY, TO ESTABLISH AN EXCISE TAX ON THE RETAIL SALE OF CANNABIS AND EDIBLES, AND TO REGULATE PERSONAL CANNABIS USE, SUBMITTED AT THE SPECIAL MUNICIPAL ELECTION ON _____, 2021

WHEREAS, a citizen sponsored initiative entitled “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City’s Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code 9215 and 9114; and

WHEREAS, Elections Code section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, the City Council directed that the Measure be submitted to the voters at the _____, 2021, Special Municipal Election; and

WHEREAS, a Special Municipal Election is to be held in the City of South El Monte, California, on _____, 2021, at which there will be submitted to the voters a citizen initiative to permit and regulate cannabis businesses within the City, impose an excise tax upon the retail sale of cannabis and edibles, and regulate personal cannabis use;

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

Section 1. That pursuant to Election Code §§ 9282 and 9287, the City Council hereby authorizes, but does not require, any member of the City Council to prepare written arguments for the foregoing voter initiative:

Section 2. That in the event that more than one argument for or against the foregoing voter initiative is timely submitted, the City Council's duly appointed elections official shall give preference and priority first, to arguments submitted by a member of the City Council, as authorized by this Resolution, and second, to individual voters, bona fide associations, or a combination thereof, in the order set forth at California Elections Code § 9287.

Section 3. That in accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the foregoing voter initiative: (1) shall not exceed three hundred (300) words in length; (2) shall be filed with the City's designated elections official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. **All written arguments may be changed or withdrawn until and including the date fixed by the City's elections official, being the close of business on Tuesday, December 22, 2020, after which time no arguments for or against the foregoing measure may be submitted to the elections official.**

Section 4. That the City Council hereby directs the City's designated elections official to transmit a copy of the foregoing measure to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the elections official's office at (insert telephone number) and a copy will be mailed at no cost to you." The impartial analysis shall be filed by the date set by the City's designated elections official for the filing of primary arguments.

Section 5. That the City's designated elections official shall cause the City Attorney's Impartial Analysis, and duly selected arguments, to be printed and distributed to voters in accordance with State law regarding same.

Section 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

Attachment K

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A CITIZEN INITIATIVE TO ALLOW CERTAIN CANNABIS BUSINESSES WITHIN THE CITY, TO ESTABLISH AN EXCISE TAX THE RETAIL SALE OF CANNABIS AND EDIBLES, AND TO REGULATE PERSONAL CANNABIS USE, SUBMITTED AT THE SPECIAL MUNICIPAL ELECTION ON _____, 2021

WHEREAS, a citizen sponsored initiative entitled “AN INITIATIVE MEASURE TO PERMIT AND REGULATE CANNABIS DISPENSARIES, CULTIVATION, TESTING, AND MANUFACTURING/DISTRIBUTION OF CANNABIS PRODUCTS BY INDIVIDUALS WHO ARE AT LEAST 21 YEARS OF AGE, AND COMMERCIAL SALES OF CANNABIS BY STATE-LICENSED RETAILERS IN THE CITY OF SOUTH EL MONTE; TO IMPOSE A 6% EXCISE SPECIAL TAX ON RETAIL SALES OF CANNABIS AND EDIBLES; AND TO REGULATE PURCHASE, POSSESSION, AND USE OF CANNABIS AND CANNABIS PRODUCTS FOR PERSONAL CONSUMPTION” (the “Measure”) was filed with the City Clerk for the City of South El Monte on April 14, 2020; and

WHEREAS, on December 8, 2020, the City’s Elections Official certified to the City Council of the City of South El Monte that the Measure contains the sufficient number of valid signatures pursuant to Elections Code Sections 9215 and 9114; and

WHEREAS, Elections Code Section 9215 provides that the City Council is required to either request a report on the proposed ordinance, submit the proposed ordinance to the voters at an election, or adopt the proposed ordinance without alteration; and

WHEREAS, the City Council directed that the Measure be submitted to the voters at the _____, 2021, Special Municipal Election; and

WHEREAS, a Special Municipal Election is to be held in the City of South El Monte, California, on _____, 2021, at which there will be submitted to the voters a citizen initiative to permit and regulate certain cannabis businesses within the City, impose an excise tax upon the retail sale of cannabis and edibles, and regulate personal cannabis use; and

WHEREAS, California Elections Code Section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding city measures submitted at municipal election;

WHEREAS, the City Council now wishes to provide for the filing of rebuttal arguments for the Measure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to Elections Code Section 9285, when the City's designated elections official has selected the arguments for and against the foregoing measure which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The author or a majority of the authors of an argument relating to the foregoing city measure may prepare and submit a rebuttal argument not to exceed two hundred and fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) authors. **The final date for filing direct arguments is December 22, 2020, and as such rebuttal arguments shall be filed with the City Clerk no later than the close of business on January 4, 2021.** The rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code § 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 2. That all previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

Section 3. That the provisions of Section 1 of this Resolution shall apply only to the Special Municipal Election to be held on _____, 2021 and shall then be repealed.

Section 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED this 8^h day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on December 8, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk