



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

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

CITY OF SOUTH EL MONTE

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

AGENDA

October 27, 2020 at 6:00 PM
City Council Chambers
1415 Santa Anita Avenue
South El Monte, CA 91733

EFFECTIVE SEPTEMBER 8, 2020

City Councilmembers have returned to City Hall to Conduct City Council Meetings.
These Meetings are not Open to the Public until Further Notice.

*****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. **PLEDGE OF ALLEGIANCE** Councilmember Manuel Acosta
3. **INVOCATION** Community Services Commissioner Ingrid Aguilar
4. **PRESENTATIONS**

4.a. **FIRST QUARTER ENDED SEPTEMBER 30, 2020 FINANCIAL UPDATE**

On May 12, 2020, the City Council adopted Resolution No. 20-44, approving Citywide Financial Policies. This resolution approved twenty seven (27) policies that follow industry "Best Practices". These policies contribute to achieving sound government financial management. Following these policies, the presentation developed for the quarter ending September 30, 2020 covers the budget to actual revenue and expenditures reporting. Also covered are the cash balances by major fund groupings and types of investments held. Finally, a status update on the external audit of the City's books has been provided.

RECOMMENDED ACTION: Staff recommends City Council receive and file the report.

[FY2021 Q1 Financial Update Presentation.pptx](#)

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

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

6. **PUBLIC COMMENT**

Speakers may provide public comments on any matter 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.

7. CONSENT CALENDAR

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

7.a. ADJOURNED REGULAR CITY COUNCIL AND REGULAR CITY COUNCIL MEETING MINUTES

Staff seeks Council approval of the Minutes for the Adjourned Regular and Regular City Council Meetings of October 13, 2020.

RECOMMENDED ACTION: Staff recommends City Council approve the above referenced minutes.

7.b. WARRANTS

Authorizing payment of City expenditures for the period of October 14, 2020 through October 27, 2020 totaling \$334,807.94

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-113, authorizing payment of City expenditures.

7.c. CONSIDERATION OF RESOLUTION NO. 20-114, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

On July 1, 2020, a one-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This Amendment will increase the allocated baseline funding from \$288,000 to \$309,000 resulting in an increase of \$21,000 for Fiscal Year (FY) 2020-21 only. The \$21,000 will be allocated through the Chief Executive Office Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-114, approving Amendment No. 2 to the Agreement and authorizing the City Manager to execute the agreement.

7.d. **CONSIDERATION OF RESOLUTION NO. 20-115, APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CEQA RELATED SERVICES**

A consultant is needed to complete the California Environmental Quality Act (CEQA) documentation for the Mye Plaza Mixed Use Project (Project) proposed to be located at 2727 Rosemead Boulevard. Kimley-Horn and Associates, Inc. (Kimley-Horn) has been chosen as the consultant to complete these services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-115, approving an agreement with Kimley-Horn for conducting an environmental review of the Project pursuant to CEQA, for an amount not to exceed \$86,550.

7.e. **CONSIDERATION OF RESOLUTION NO. 20-116, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE CALHOME PROGRAM TO HELP OWNER-OCCUPIED OWNERS WITH HOME REPAIRS AND THE NEW ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) PROGRAM FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN THE CITY**

In an effort revitalize our community, at no additional cost to the City, and by assisting low and very low-income homeowners to improve their homes, the City is applying for the grant award of \$2,100,000 in CalHome Program funds under the owner-occupied home repair and ADU/JADU for low- or very low-income homeowners. If awarded, the City will make program funds available to eligible homeowners as deferred payment loans.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-116, authorizing the City Manager or designee, to apply for the California Department of Housing and Community Development CalHome Grant Program in the amount of \$2,100,000 to assist homeowners with home repairs and/or development of ADUs or JADUs, and if awarded, authorize the City Manager or designee to execute the standard agreement, subject to approval by the City Attorney.

8. **PUBLIC HEARINGS – None.**

9. GENERAL BUSINESS

9.a. DISCUSSION AND/OR ACTION - CONSIDERATION OF ASSEMBLY BILL (AB 571) IMPOSING CAMPAIGN CONTRIBUTION LIMITS COMMENCING JANUARY 1, 2021

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 the staff report. The City Council is asked to consider either establishing a local campaign contribution limits ordinance or maintaining the status quo of no local ordinance and default to the State requirements of AB 571.

RECOMMENDED ACTION: Staff recommends City Council receive information, discuss, deliberate, and provide direction to staff regarding AB 571 and the following two options: 1. Maintain the status quo of no local ordinance and default to the requirements of AB 571 setting a campaign contribution limit of \$4,700, which is updated by the State in odd-numbered years, and establishing regulations for campaign funds; or 2. Establish an ordinance with local campaign contribution limits lower or higher than the State contribution limit and set standard enforcement regulations as explained further in the staff report.

9.b. CONSIDERATION OF RESOLUTION NO. 20-117, APPROVING RECLASSIFICATION OF CERTAIN ACCOUNTS TO BE REPAYED BY JUNE 30, 2021

The City's independent auditing firm recommended the adoption of a resolution to reclassify certain accounts currently reflected on the City's books as "due to/from" other funds to "advance to/from" other funds. A reclassification of accounts to the "advance to/from" category incorporates an additional requirement that "advance to/from" balances should be repaid by June 30, 2021 or other recurring payment terms will need to be developed to address unpaid amounts.

RECOMMENDED ACTION: City staff recommends City Council adopt Resolution No. 20-117, approving and reclassifying the interfund loan balances, or "due to/from" balances at June 30, 2019 to "advance to/from," and have them repaid by June 30, 2021.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

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

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Discussion and/or Action to Review the City's Process of Applying for CalHome Grants.
2. Discussion and/or Action on Canvassing Fraud and Misrepresentation of Tax Measure and Census Information.
3. Discussion and/or Action on a Request for Funding from the Veterans of Foreign Wars of the United States, VFW Post 10218, for Thanksgiving and Christmas Toys.

12.b. MAYOR PRO TEM GRACIE RETAMOZA

1. Discussion and/or Action of Reinstating the "Thanksgiving Food Drive" and "Turkey Giveaway" for South El Monte Residents During COVID-19.

12.c. COUNCILMEMBER HECTOR DELGADO

1. Discussion and/or Action to Consider Adopting a Resolution in Support of our Cal Home Grant and Directing Staff to Apply for State Funding in Order to Support our First Time Home Buyers for the Mayan Development Project.
2. Discussion and/or Action to Consider Looking into a New Tow Company (Franchise Fee Negotiation) Along with a New Fee Structure to Raise Revenue for our City.

13. CLOSED SESSION – None.

14. RECESS COUNCIL MEETING

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

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

16. SUCCESSOR AGENCY MEETING - CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Angel, Delgado, Retamoza, (Chairperson) Olmos

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. REGULAR SUCCESSORY AGENCY MINUTES

Staff seeks Agency Board approval of the Minutes of the September 22, 2020 meeting.

RECOMMENDED ACTION: Staff recommends the Agency Board approve the above referenced minutes.

19.b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATES

Staff is requesting that the Successor Agency Board consider “going dark” on Tuesday, November 24, 2020 due to the Thanksgiving holiday and on Tuesday, December 22, 2020 due to the Christmas holiday.

RECOMMENDED ACTION: Staff recommends that the Successor Agency Board "goes dark" on November 24, 2020 and December 22, 2020 due to the Thanksgiving and Christmas holidays.

20. EXECUTIVE DIRECTOR'S AGENDA – None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, November 10, 2020, at 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 23rd day of October 2020.



CMC, City Clerk



City Council Agenda Report

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

DATE: October 27, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: FIRST QUARTER ENDED SEPTEMBER 30, 2020 FINANCIAL UPDATE

SUMMARY: On May 12, 2020, the City Council adopted Resolution No. 20-44, approving Citywide Financial Policies. This resolution approved twenty seven (27) policies that follow industry "Best Practices". These policies contribute to achieving sound government financial management. Following these policies, the presentation developed for the quarter ending September 30, 2020 covers the budget to actual revenue and expenditures reporting. Also covered are the cash balances by major fund groupings and types of investments held. Finally, a status update on the external audit of the City's books has been provided.

RECOMMENDATION: Staff recommends City Council receive and file the report.

ATTACHMENTS:

[FY2021 Q1 Financial Update Presentation.pptx](#)



CITY OF SOUTH ELMONTE

Financial Update First Quarter FY 2020-21
Period Ending September 30, 2020

October 27, 2020

TABLE OF CONTENTS

- Operating Results
- Cash Balances
- Independent Audit update
- Questions

OPERATING RESULTS

1ST QUARTER ENDING SEPTEMBER 30, 2020

(IN \$MILLIONS)

	3 Months Budget	3 Months Actual	3 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
General Fund						
Revenues	\$3.4	\$2.7	\$(0.7)	\$14.3	\$14.3	\$0.0
Expenditures	4.7	3.3	1.4	16.6	16.6	0.0
Net	(1.3)	(0.6)	0.7	(2.3)	(2.3)	0.0
Special Revenue Funds						
Revenues	2.2	1.3	(0.9)	8.9	7.7	(1.2)
Expenditures	1.6	0.4	1.2	6.3	4.5	1.8
Net	0.6	0.9	0.3	2.6	3.2	0.6
City-Wide Net	\$(0.7)	\$0.3	1.0	0.3	0.9	0.6

GENERAL FUND REVENUES

(IN \$MILLIONS)

Description	3 Months Budget	3 Months Actual	3 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
Taxes	\$3.0	\$2.3	\$(0.7)	\$12.0	\$12.0	\$0.0
Licenses & Permits	0.3	0.3	0.0	1.4	1.4	0.0
Fines & Forfeitures	0.0	0.0	0.0	0.2	0.2	0.0
Use of Money & Property	0.0	0.0	0.0	0.1	0.1	0.0
Charges for Service	0.0	0.0	0.0	0.2	0.2	0.0
Intergovernmental	0.1	0.1	0.0	0.4	0.4	0.0
Total	\$3.4	\$2.7	\$(0.7)	\$14.3	\$14.3	\$0.0

- Tax revenue variance is due to timing of cash receipts. Expected to be received by year end.

SPECIAL REVENUE FUNDS REVENUES (IN \$MILLIONS)

Description	3 Months Budget	3 Months Actual	3 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
Taxes	\$0.1	\$0.1	\$0.0	\$0.3	\$0.3	\$0.0
Special Assessments	0.1	0.0	(0.1)	0.4	0.4	0.0
Intergovernmental	2.0	1.2	(0.8)	8.2	7.0	(1.2)
Total	\$2.2	\$1.3	\$(0.9)	\$8.9	\$7.7	\$(1.2)

Intergovernmental revenues are lower mainly due to less capital outlay activity. Revenues are earned after submission of costs for reimbursement.

GENERAL FUND EXPENDITURES

(IN \$MILLIONS)

Description	3 Months Budget	3 Months Actual	3 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
General Government	\$1.6	\$1.6	\$0.0	\$4.4	\$4.4	\$0.0
Public Safety	1.4	0.5	0.9	5.7	5.7	0.0
Community Development	0.4	0.2	0.2	1.6	1.6	0.0
Public Works /Utilities	0.8	0.7	0.1	3.2	3.2	0.0
Comm. Services/Programs	0.3	0.3	0.0	1.1	1.1	0.0
Capital Outlay	0.1	0.0	0.1	0.4	0.4	0.0
Debt Service	0.1	0.0	0.1	0.2	0.2	0.0
Total	\$4.7	\$3.3	\$1.4	\$16.6	\$16.6	\$0.0

SPECIAL REVENUE FUNDS EXPENDITURES (IN \$MILLIONS)

Description	3 Months Budget	3 Months Actual	3 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
Public Works /Utilities	0.0	0.0	0.0	0.1	0.1	0.0
Comm. Svcs./Programs	0.2	0.3	(0.1)	0.7	0.7	0.0
Capital Outlay	1.4	0.1	1.3	5.5	3.7	1.8
Total	\$1.6	\$0.4	\$1.2	\$6.3	\$4.5	\$1.8

Capital outlay was lower during the first quarter mainly due to the impacts of COVID-19. It has been more difficult to get contractors onsite than anticipated.

BANK CASH BALANCES

(IN \$MILLIONS)

	General Fund's Bank Accounts	Special Revenue Funds' Bank Accounts	Total Cash in Bank Accounts
6/30/19	\$9.4	\$1.6	\$11.0
Increase / (Decrease)	0.9	2.1	3.0
6/30/20	10.3	3.7	14.0
Increase / (Decrease)	(2.6)	0.7	(1.9)
9/30/20	\$7.7	\$4.4	\$12.1

Decrease in General Fund cash balance is mainly due to timing of large payments being made at the beginning of the fiscal year, such as insurance, CalPERS annual unfunded liability payment, and various vendor invoices for the prior fiscal year arriving late for payment.

BANK BALANCES (IN \$MILLIONS)

Account Description	General Fund's Bank Accounts 9/30/20	Special Revenue Funds' Bank Accounts 9/30/20	Total Cash in Bank Accounts 9/30/20
Local Agency Investment Fund	\$5.3	-	\$5.3
General Checking	2.3	-	2.3
Metro Checking	-	\$2.5	2.5
Gas Tax Checking	-	1.9	1.9
Housing Checking	0.1	-	0.1
Total	\$7.7	\$4.4	\$12.1

During the next quarter, a large portion of funds are expected to be invested with LAIF to further maximize interest income. Finance personnel were recently granted access to make interbank transfers. There was also a delay in waiting for the State and County to switch their depositing account with the City before the City could close redundant accounts and transfer those balances into LAIF.

BANK BALANCES

(IN \$MILLIONS)

	Cash & Checking	California Local Agency Investment Fund (LAIF)	Total Cash in Bank Accounts
6/30/19 \$	5.8	5.2	11.0
6/30/19 %	53%	47%	100%
Increase \$	2.9	0.1	3.0
6/30/20 \$	8.7	5.3	14.0
6/30/20 %	63%	37%	100%
Decrease \$	(1.9)	0.0	(1.9)
9/30/20 \$	\$6.8	\$5.3	\$12.1
9/30/20 %	57%	43%	100%

INDEPENDENT AUDIT STATUS UPDATE

- The initial timeline projected for completion was November 2020.
- FY 2019 audit is in the final phases of completion.
 - Field work is completed
 - Reports are being drafted
 - A presentation is planned for first City Council Meeting in November
- One audit observation coming before City Council later this evening is a financial reporting requirement to reclassify short term interfund loan, or “due to/from”, to a long term interfund loan, or “advance to/from”, with a clear repayment term.
- Our independent auditor, CWDL, will be presenting their findings and recommendations to help us improve and move forward.
- FY 2020 audit will start immediately after the FY2019 audit conclusion. The anticipated completion is January – February 2021. This would make the City current.

Questions?



City Council Agenda Report

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

DATE: October 27, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: ADJOURNED REGULAR CITY COUNCIL AND REGULAR CITY COUNCIL MEETING MINUTES

SUMMARY: Staff seeks Council approval of the Minutes for the Adjourned Regular and Regular City Council Meetings of October 13, 2020.

RECOMMENDATION: Staff recommends City Council approve the above referenced minutes.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
ADJOURNED REGULAR CITY COUNCIL MEETING - MINUTES
TUESDAY, OCTOBER 13, 2020**

1. ROLL CALL

Mayor Olmos called the meeting to order at 5:41 p.m. due to technical difficulties.

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

ABSENT: None.

STAFF PRESENT: Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; 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 Councilmember Delgado and Mayor Pro Tem Retamoza.

2. APPROVED THE AGENDA

A motion was made by Acosta seconded by Angel and carried 5 – 0, to approve the agenda.

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

NAYS: None.

3. PUBLIC COMMENT

Mayor Olmos opened public comment.

Colby Cataldi, Community Development Director, introduced himself to the City Council and stated he looks forward to working for the City and initiating projects to update policies and beautify the City.

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

4. PRESENTATIONS

- a. Mayor Olmos and City Council presented a "Certificate of Recognition" to Burger Zone for their kind contribution of meals to staff and Census volunteers during the Census Kick Off Parade and for their continuous support of City events

- b. Mayor and City Council presented a "Certificate of Recognition" to La Michoacana for their kind donation of ice cream popsicles for the Census Give Away Days

5. **CLOSED SESSION:** None

6. **ADJOURNEMENT**

There being no further business coming before this body, at 5:45 p.m. Mayor Olmos adjourned the meeting.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING - MINUTES
TUESDAY, OCTOBER 13, 2020**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:00 p.m.

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

ABSENT: None.

STAFF PRESENT: Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; 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 Councilmember Delgado and Mayor Pro Tem Retamoza.

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Retamoza led the Pledge of Allegiance.

3. INVOCATION

Planning Commissioner Jeff Ortiz offered the Invocation.

4. PRESENTATIONS - None

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

Councilmember Delgado requested to add an item under his Councilmember's Agenda with regard to a production company from Food Network requesting a one-day event film permit for the production of "Ceviche Rumble," scheduled for Sunday, October 18th.

City Attorney Taylor stated the item can be added with a four-fifths vote as urgency item 12.d. under Councilmember Delgado's Agenda because the item arose subsequent to the posting of the agenda.

A motion was made by Angel seconded by Delgado and carried 5 – 0, to add urgency Item 12.d. and approve the agenda as amended.

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

NAYS: None

6. PUBLIC COMMENT

Mayor Olmos opened public comment, there being none, closed public comment.

7. CONSENT CALENDAR

City Attorney Taylor read the compensation terms for Item 7.h.

a. SPECIAL CITY COUNCIL MEETING, ADJOURNED REGULAR CITY COUNCIL MEETING, AND REGULAR CITY COUNCIL MEETING MINUTES

Approved the Minutes of the Special Meeting of September 16, 2020, Adjourned Regular and Regular Meetings of September 22, 2020, and Special Meeting of September 29, 2020.

b. WARRANTS

Adopted Resolution No. 20-105, authorizing payment of City expenditures for the period of September 23, 2020 through October 13, 2020 totaling \$1,536,444.33.

- c. Adopted Resolution No. 20-106, Approving Amendment No. 1 to the Agreement with Calpromax Engineering for Public Works Services for the Traffic Signal Rehabilitation Project At Rush Street And Peck Road (Project No. 67-900-9020-293)
- d. Adopted Resolution No. 20-107, Approving Amendment No. 1 to the Professional Services Agreement with Koa Corporation for Design Engineering Services for the Santa Anita Avenue & Klingerman Street, Santa Anita Avenue & Rush Street, And Santa Anita Avenue & Central Avenue Signal Modification Project (HSIPL 5352(019))
- e. Adopted Resolution No. 20-108, Approving Amendment No. 1 to the Agreement with the County of Los Angeles for the Elderly Nutrition Program Services
- f. Adopted Resolution No. 20-109, Approving the Agreement with the Los Angeles County Metropolitan Transportation Authority Associated with the Receipt of Federal Transportation Authority (LACMTA) Section 5310 Grant Funding for Transportation Services
- g. Approved Proposed Dark City Council Meeting Dates on Tuesday, November 24, 2020 and December 22, 2020.
- h. Approved Resolution No. 20-110, Approving the Employment Agreement for Community Development Director
- i. Adopted Resolution No. 20-111, Re-Advertising Bids for Environmental Services Including National Pollutant Discharge Elimination System (NPDES) Reporting Requirements, and Approving the Extension of Agreement with John Hunter Agreement Until January 30, 2021

A motion was made by Angel, seconded by Acosta and carried 5 – 0, to approve the Consent Calendar.

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

NAYS: None

8. **PUBLIC HEARINGS** - None.

9. **GENERAL BUSINESS**

a. **ADOPTED URGENCY ORDINANCE 1249-U AMENDING URGENCY ORDINANCE 1244-U, COMMERCIAL EVICTION PROTECTIONS AND RESIDENTIAL RENT DEFERRALS RELATING TO THE COVID-19 PANDEMIC**

City Attorney Taylor presented the staff report and read the title of the Ordinance.

A motion was made by Angel, seconded by Acosta and carried 5 – 0, to adopt Ordinance No. 1249-U amending Urgency Ordinance 1244-U to make technical changes relating to commercial eviction protections and residential rent deferrals related to the COVID-19 Pandemic.

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

NAYS: None

b. **ADOPTED RESOLUTION NO. 20-112, AWARDING PROFESSIONAL SERVICES AGREEMENT TO NBS GOVERNMENT FINANCE GROUP FOR A COST ALLOCATION, USER FEE STUDY, AND BUSINESS LICENSE FEE UPDATE STUDY, AND APPROVED REQUEST FOR ADDITIONAL ALLOCATION OF FUNDS**

Interim Finance Director Fox presented the staff report.

A motion was made by Angel, seconded by Acosta and carried 5 – 0, to approve Resolution No. 20-112, awarding a Professional Services Agreement to NBS Government Finance Group for a Cost Allocation Analysis, User Fee Study, and Business License Fee Update and approve an allocation of additional funds in the amount of \$17,920 to perform this study.

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

NAYS: None

c. **DISCUSSED ASSEMBLY BILL (AB 571) IMPOSING CAMPAIGN CONTRIBUTION LIMITS COMMENCING JANUARY 1, 2021**

Councilmember Angel requested to table this item to the next City Council meeting. Council concurred.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta reported on his attendance at the following two events: Epiphany's Drive-Thru Community Food Drive held by Lisa Calderon and the City's Grandparent's Day Drive-Thru event.

Councilmember Angel announced he also attended the following two events: Epiphany's Drive-Thru Community Food Drive held by Lisa Calderon and the City's Grandparent's Day Drive-Thru event

Councilmember Delgado reported on his attendance at the following two events: Epiphany's Drive-Thru Community Food Drive held by Lisa Calderon, Foothill Transit Zone meeting, and Greater Los Angeles County Vector Control District meeting.

Mayor Pro Tem Retamoza announced she also attended the Epiphany's Drive-Thru Community Food Drive held by Lisa Calderon.

Mayor Olmos reported on her attendance at several events: Epiphany's Drive-Thru Community Food Drive held by Lisa Calderon, City's Grandparent's Day event, City's Census Giveaways, Southeast Area Animal Control Authority meeting, Sanitation District No. 15 meeting, and Greater El Monte Hospital meeting.

11. CORRESPONDENCE - None.

12. COUNCILMEMBERS' AGENDA

a. **MAYOR GLORIA OLMOS**

1. Discussion and/or Action on Canvassing Fraud and Misrepresentation of Tax Measure and Census Information

Mayor Olmos spoke of canvassers who are being deceitful and misrepresenting information while requesting signatures, reminded the public that election candidates or the Census will not go around requesting signatures and to be aware of what they sign, and asked that canvassers be truthful.

2. **Waive fees for the Valle Lindo School District "Drive Thru Costume Parade" for families of Shively Middle School and New Temple Elementary on Friday, October 30, 2020 from 2:00 to 4:00 p.m. in the Shively Middle School Parking Lot**

Mayor Olmos requested the fees be waived for the Valle Lindo School District's parade to be held on Friday, October 30, 2020.

Deputy City Manager Salas stated four Code Enforcement Officers and vehicles will be needed for the event, and the fees to be waived would be no more than \$500.

A motion was made by Angel, seconded by Acosta and carried 5 – 0, to waive the fees for the Valle Lindo School District's "Drive Thru Costume Parade" being held on Friday, October 30, 2020 in the Shively Middle School parking lot.

AYES: Councilmember(s): Acosta, Angel, Delgado, Retamoza, and Mayor Olmos.
NAYS: None.

3. **COVID-19 City Facility Space Planning Including Staff Lounge, Exercise Room, Outdoor Patio and Main Area Office Space.**

Mayor Olmos stated she would like to expand the wall in the employee break room and create an outside patio area with tables and chairs so that employees have enough space to safely and socially distanced have lunch. Additionally, she would like to revisit and move forward with creating an exercise room for staff which had been previously approved and budgeted but did not occur.

A motion was made by Acosta, seconded by Angel and carried 5 – 0, to direct staff to proceed with expanding the employee break room, creating an outside patio with tables and chairs, and creating an exercise room to maintain the health and safety of employees.

AYES: Councilmember(s): Acosta, Angel, Delgado, Retamoza, and Mayor Olmos.
NAYS: None.

b. **COUNCILMEMBER MANUEL ACOSTA**

1. **Update on the Effort to Increase Voter Awareness and Participation in the Upcoming Election**

Councilmember Acosta reminded the public that every registered voter has a right to vote, encouraged the public to register to vote before the deadline and provided information regarding vote by mail, using a ballot drop off location, voting in person, and on "Vote Safe California" being able to track your vote by mail ballot.

2. Update on the City's Sales Tax Measure ES to Help Maintain Essential Public Safety and Neighborhood Services in the City

Councilmember Acosta announced to the public the importance of Measure ES, stated that if the City does not adopt the sales tax the county can adopt it and the revenue would not stay within the City. Measure ES will help fund City essential services, community services, the City's long-term financial viability, and maintain streets, sidewalks, community spaces, and emergency services.

Mayor Olmos clarified that Measure ES applies only to sales tax for anything purchased in the City and not property tax.

Councilmember Delgado directed staff to look into a banner opposing Measure ES off the 60 freeway and Santa Anita Avenue as it does not meet State law or FPCC regulations and if it can be removed.

c. COUNCILMEMBER RICHARD ANGEL

1. Consideration of Re-naming El Poche Street to IMS Way Between Santa Anita Avenue/Tyler Avenue.

Councilmember Angel requested a portion of El Poche Street be renamed to IMS Way.

Deputy City Manager Salas stated renaming the street would involve a public hearing and staff will contact IMS to discuss renaming the street.

There was no objection to placing this item on a future agenda.

d. COUNCILMEMBER HECTOR DELGADO

1. Urgency Item to Consider Granting a One Day Film Permit for the Production of Food Network's "Ceviche Rumble"

Councilmember Delgado stated he received an email requesting a one day event film permit for the Food Network show "Ceviche Rumble," scheduled for Sunday, October 18th. The event will be closed to the public and only for the contestants.

Discussion ensued among Council in regard to the request and the requirements being met not only for the City but the Los Angeles County health and safety department.

A motion was made by Delgado, seconded by Angel and carried 5 – 0, to conceptually approve the one day event film permit, subject to meeting all requirements of the city's standard application and county requirements with the inclusion of an indemnity clause, and subject to final approval from the City

Manager.

AYES: Councilmember(s): Acosta, Angel, Delgado, Retamoza, and Mayor Olmos.
NAYS: None.

2. **CLOSED SESSION** – None.

3. **ADJOURNMENT**

There being no further business coming before this body, at 7:01 p.m. Mayor Olmos adjourned to an Adjourned Regular Meeting on Tuesday, October 27, 2020 at 5:30 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

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

DATE: October 27, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of October 14, 2020 through October 27, 2020 totaling \$334,807.94

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-113, authorizing payment of City expenditures.

ATTACHMENTS:
[Resolution No. 20-113](#)

[Warrants](#)

RESOLUTION NO. 20-113

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING
CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF OCTOBER 14, 2020
THROUGH OCTOBER 27, 2020 TOTALING \$334,807.94

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	10/14/2020 – 10/27/2020	4823-4830	\$58,343.35
FY 20/21	Hand Typed Warrants	10/14/2020 – 10/27/2020	136717-136727	\$44,750.20
FY 20/21	Regular Warrants	10/14/2020 – 10/27/2020	136728-136774	\$123,724.21
Payroll	Manual Check	PPE 10/17/2020	27264	\$2,108.58
Payroll	Check	PPE 10/17/2020	27265-27271	\$6,090.44
Payroll	Direct Deposit	PPE 10/17/2020	757785-757867	\$99,791.16

TOTAL EXPENDITURES RESOLUTION NO. 20-113 \$334,807.94

PASSED, APPROVED, AND ADOPTED this 27th day of October 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. 20-113, 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 27th day of October 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 10/27/2020

Date: 10/21/2020

Time: 10:50AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011301330	ADVANCED MICROCOMPUTING CONCEP	136728	10/27/2020	OCT'20 OFFICE 365	3,261.54
						\$3,261.54
21	011407020	AMAZON CAPITAL SERVICES, INC	136730	10/27/2020	IPHONE 6S CAR CHARGER	10.99
21	011501530		136730	10/27/2020	BANNER FOR HALLOWEEN	15.74
21	011501530		136730	10/27/2020	LAPTOP BAG/CASE	22.73
21	011001050		136730	10/27/2020	LAPTOP SLEEVE	25.28
21	011001050		136730	10/27/2020	SIGN HOLDERS	36.29
21	011701520		136730	10/27/2020	EMERG PROC CLIPBOARD	43.54
21	011001010		136730	10/27/2020	SIGN HOLDERS	56.40
21	011501530		136730	10/27/2020	PAINT FOR CRAFT	57.85
21	011501530		136730	10/27/2020	ORGANIZER & BRUSHES	78.00
21	011401440		136730	10/27/2020	LAPTOP CASE & BAG	83.46
21	011701740		136730	10/27/2020	GRAFFITI REMOVAL SUP	118.64
						\$548.92
21	397007070	AMY QING CHEN	136719	10/19/2020	RENT ASSIT MANZANARES	1,000.00
						\$1,000.00
21	011401100	ANDREW MADERA	136752	10/27/2020	BOOT ALLOWANCE 20/21	108.88
						\$108.88
21	011701720	AQUA PURE DRINKING WATER	136731	10/27/2020	OCT'20 H2O SVCS YARD	107.12
						\$107.12
21	011301330	AT&T	136720	10/19/2020	9/2-10/1 BAN# 4750	20.69
21	011301330		136720	10/19/2020	8/28-9/27 BAN# 4753	21.81
						\$42.50
21	011001020	AT&T TELECONFERENCE SERVICES	136721	10/19/2020	SEPT'20 AUD/WEB CONF	92.18
						\$92.18
21	011701760	ATHENS SERVICES	136732	10/27/2020	OCT'20 SWEEPER SVCS	5,706.82
						\$5,706.82
21	011701770	AUTOZONE	136733	10/27/2020	ANTIFREEZE/PAINT STRP	43.98
						\$43.98
21	689009000	CARASOFT TECHNOLOGY CORPORATI	136735	10/27/2020	LMS/ACCELA 45HRS #410	7,717.50
						\$7,717.50
21	011701770	CART MART INC	136717	10/14/2020	CLUB CAR CARRYALL 710	2,466.78
21	135005010		136717	10/14/2020	CLUB CAR CARRYALL 710	15,579.00
						\$18,045.78
21	011501510	CESIAH ROMO	136762	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00
21	011601620	CINTAS CORP. #693	136736	10/27/2020	MAT CLEANING SCTR	32.68
						\$32.68
21	011701760	DDC ELECTRIC SUPPLY, INC.	136737	10/27/2020	PHOTOCELLS FOR X-MAS	2,111.74
						\$2,111.74
21	063003020	DRIFTWOOD DAIRY, INC	136739	10/27/2020	MILK/BREAD NUTR PRGM	10.14
21	063003020		136739	10/27/2020	MILK/BREAD NUTR PRGM	11.26

City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	063003020	DRIFTWOOD DAIRY, INC...	136739	10/27/2020	MILK/BREAD NUTR PRGM	12.90
21	063003020		136739	10/27/2020	MILK/BREAD NUTR PRGM	15.89
21	063003020		136739	10/27/2020	MILK/BREAD NUTR PRGM	17.09
21	063003020		136739	10/27/2020	MILK/BREAD NUTR PRGM	17.79
21	063003010		136739	10/27/2020	MILK/BREAD NUTR PRGM	91.26
21	063003010		136739	10/27/2020	MILK/BREAD NUTR PRGM	101.40
21	063003010		136739	10/27/2020	MILK/BREAD NUTR PRGM	117.00
21	063003010		136739	10/27/2020	MILK/BREAD NUTR PRGM	143.02
21	063003010		136739	10/27/2020	MILK/BREAD NUTR PRGM	153.89
21	063003010		136739	10/27/2020	MILK/BREAD NUTR PRGM	160.19
						\$851.83
21	011701710	ECOLAB PEST ELIM. DIVISION	136740	10/27/2020	SEP'20 PEST CONTROL	900.00
						\$900.00
21	011001040	EM/SEM CHAMBER OF COMMERCE	136741	10/27/2020	BANNER PROGRAM	1,540.00
						\$1,540.00
21	011601620	EWING IRRIGATION	136742	10/27/2020	MULCH SCTR	19.66
21	011701720		136742	10/27/2020	SUN PROTECTION HATS	41.42
21	011601620		136742	10/27/2020	SCTR SPRINK SUP	62.63
21	011601670		136742	10/27/2020	MVD SPRINK SUP	78.70
21	011701750		136742	10/27/2020	STOCK SPRINK SUP	240.25
21	011601660		136742	10/27/2020	SHIVELY PK SPRINK SUP	277.25
21	011601670		136742	10/27/2020	MVD SPRINKLER RPR	129.18
21	011601620		136742	10/27/2020	SCTR SPRINK SUP	133.89
21	011601620		136742	10/27/2020	SCTR ROOF SUPPLIES	151.59
						\$1,134.57
21	011501510	GERARDO DIAZ	136738	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00
21	011701720	GRANT'S TRUE VALUE HARDWARE	136744	10/27/2020	BATHROOM SUP YARD	17.59
21	011601640		136744	10/27/2020	SWIM POOL CTRL OUTLET	21.96
21	011601620		136744	10/27/2020	ROOF SUPPLIES SCTR	60.63
						\$100.18
21	011501510	HELIODORO DUARTE, JR	136745	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00
21	063003020	HUNTINGTON CULINARY	136746	10/27/2020	10/6-10/8 FRZN MEAL	330.64
21	063003020		136746	10/27/2020	9/29-10/1 FRZN MEALS	354.00
21	063003020		136746	10/27/2020	9/21-9/26 FRZN MEALS	383.50
21	063003010		136746	10/27/2020	9/29-10/1 FRZN MEALS	4,740.54
21	063003010		136746	10/27/2020	10/6-10/8 FRZN MEAL	4,842.02
21	063003010		136746	10/27/2020	9/21-9/26 FRZN MEALS	4,946.79
						\$15,597.49
21	011501510	INGRID AGUILAR	136729	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00
21	011301330	IRMAS. PENICHE	136756	10/27/2020	CARD READER CHAL/CCTR	201.84

City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$201.84
21	011701770	JCB FINANCE, PROG. BANK OF THE WES	136748	10/27/2020	OCT'20 TRACTOR LEASE	1,694.67
						\$1,694.67
21	011701710	JOHNSON CONTROLS FIRE PROTECTION	136749	10/27/2020	FIRE SPRIK 5 YR CERTS	621.00
						\$621.00
21	011501510	JOSEPHINE BLANCO	136734	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00
21	011501510	JOSHUA JASSO-ORTEGA	136747	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00
21	448008010	L.A. COUNTY MTA AUTHORITY	136750	10/27/2020	SEPT'20 EZ PASS S/D	84.00
						\$84.00
21	011701720	LBC LIGHTING	136751	10/27/2020	BATHROOM REMODEL YARD	174.41
21	011601650		136751	10/27/2020	RESTROOM LIGHTS NTP	8.76
						\$183.17
21	689009020	LOS ANGELES COUNTY RECORDER	136722	10/19/2020	NOE PARK IMPROV #252	75.00
						\$75.00
21	011401100	MIGUEL OBREGON	136753	10/27/2020	BOOT ALLOWANCE 20/21	105.13
						\$105.13
21	397007070	MOBILE MANAGEMENT SERVICES INC	136723	10/19/2020	RENT ASST MENDOZA,T.	1,000.00
						\$1,000.00
21	05	NATIONWIDE RETIREMENT SOLUTIONS	136718	10/14/2020	PPE 10/03/2020	5,195.50
						\$5,195.50
21	011201210	OFFICE DEPOT	136754	10/27/2020	SUPPLIES CITY CLERK	3.99
21	011501530		136754	10/27/2020	OFFICE SUPPLIES SCTR	78.83
21	011501530		136754	10/27/2020	OFFICE SUPPLIES SCTR	108.02
21	011201210		136754	10/27/2020	RECORDER PC & CC MTG	175.99
						\$366.83
21	011601610	PACIFIC PRODUCTS AND SERVICES LLC	136755	10/27/2020	PARK & TENNIS CT SIGN	1,152.80
						\$1,152.80
21	011407020	PHOENIX GROUP INFORMATION SYSTEM	136757	10/27/2020	AUG'20 ADMIN SVCS	153.00
21	011401100		136757	10/27/2020	AUG'20 PSO CITES	2,513.35
						\$2,666.35
21	011601670	POST ALARM SYSTEMS	136758	10/27/2020	SERVICE CALLS MVD	165.00
21	011601610		136758	10/27/2020	SERVICE CALLS CCTR	165.00
21	011601650		136758	10/27/2020	NEW SENSORS NTP	76.66
21	011601650		136758	10/27/2020	SERVICE CALLS NTP	297.03
21	011601640		136758	10/27/2020	NOV'20 MTH SVCS AQUA	39.25
21	011701710		136758	10/27/2020	NOV'20 MTH SVCS CHALL	39.25
21	011601610		136758	10/27/2020	NOV'20 MTH SVCS CCTR	39.25
21	011701720		136758	10/27/2020	NOV'20 MTH SVCS YARD	39.25
21	011601670		136758	10/27/2020	NOV'20 MTH SVCS MVD	39.25
21	011601630		136758	10/27/2020	NOV'20 MTH SVCS MCTR	39.25

City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011601650	POST ALARM SYSTEMS...	136758	10/27/2020	NOV'20 MTH SVCS NTP	39.25
21	011601620		136758	10/27/2020	NOV'20 MTH SVCS SCTR	39.25
						\$1,017.69
21	011701710	QUADIENT LEASING USA, INC.	136724	10/19/2020	POSTAGE FOR METER	2,000.00
						\$2,000.00
21	011601620	QUENCH USA, INC.	136759	10/27/2020	OCT'20 H2O SYS SCTR	55.32
						\$55.32
21	011701770	RAY'S OK TIRES INC.	136761	10/27/2020	BOBCAT FLAT RPR	30.50
						\$30.50
21	011701750	SAKAIDA NURSERY	136763	10/27/2020	1812 LUDER TREE RPLC	140.80
						\$140.80
21	011701730	SAN GABRIEL VALLEY WATER	136725	10/19/2020	8/26-9/25 1314 SANTA	30.33
21	011701710		136725	10/19/2020	10/1-11/1 1415 SANTA	64.59
21	011701720		136725	10/19/2020	10/1-11/1 1900 CENTRL	96.89
21	011601650		136725	10/19/2020	8/26-9/25 1450 LIDCOM	134.98
21	011601620		136725	10/19/2020	8/26-9/25 1556 CENTRL	313.37
21	011601610		136725	10/19/2020	8/26-9/25 1530 CENTRL	373.96
21	011601670		136725	10/19/2020	8/26-9/25 1819 CENTRL	599.47
21	011701710		136725	10/19/2020	8/26-9/25 1415 SANTA	619.67
21	011601640		136725	10/19/2020	8/26-9/25 1500 CENTRL	750.94
21	011601660		136725	10/19/2020	8/26-9/25 1402 LERMA	2,770.48
21	011601650		136725	10/19/2020	8/26-9/25 1450 LIDCOM	4,598.91
						\$10,353.59
21	011301310	SECTRAN SECURITY INC.	136764	10/27/2020	OCT'20 ARMORED SVCS	139.53
						\$139.53
21	011601650	SMARDAN SUPPLY	136765	10/27/2020	RESTROOM SUPPLIES NTP	158.05
						\$158.05
21	011701760	SOUTHEAST CONSTRUCTION PRODUCT	136766	10/27/2020	CHAIN LINK/STEEL/PLIE	64.02
21	011601630		136766	10/27/2020	CEMENT TOOLS MCTR	76.68
						\$140.70
21	011701760	SOUTHERN CALIFORNIA EDISON	136726	10/19/2020	9/1-10/1 SANTA/FAWCET	580.67
21	011701760		136726	10/19/2020	9/1-10/1 SAFETY LIGHT	911.74
21	011601620		136726	10/19/2020	8/17-9/16 1556 CENTRL	1,994.44
21	011601610		136726	10/19/2020	8/17-9/16 1530 CENTRL	2,430.58
21	011701730		136726	10/19/2020	9/1-10/1 OBF	394.74
21	011701730		136726	10/19/2020	8/29-9/29 OBF CREDIT	-5.35
21	011701730		136726	10/19/2020	9/1-10/1 OBF	5.35
21	011701760		136726	10/19/2020	9/4-10/7 11530 THIENE	14.41
21	011601620		136726	10/19/2020	8/1-8/31 1556 CENTRAL	20.00
21	011601610		136726	10/19/2020	8/1-8/31 1530 CENTRAL	20.00
21	011701760		136726	10/19/2020	9/1-10/1 PECK/DURFEE	22.69
21	011701730		136726	10/19/2020	9/1-10/1 OBF	23.03
21	011701730		136726	10/19/2020	9/1-10/1 OBF	26.35
21	011701760		136726	10/19/2020	8/12-9/11 11001 FAWCE	36.98

City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

Date: 10/21/2020

Time: 10:50AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011701760	SOUTHERN CALIFORNIA EDISON...	136726	10/19/2020	9/1-10/1 SLACK/SANTA	47.50
21	011701760		136726	10/19/2020	9/1-10/1 2551 HAVENPK	82.56
21	011701760		136726	10/19/2020	9/1-10/1 SCHMIDT/SANT	82.81
21	011701760		136726	10/19/2020	8/25-9/24 10498 FERN	118.93
						\$6,807.43
21	011701760	SUNBELT RENTALS, INC.	136767	10/27/2020	CONCRETE & MIXER RENT	578.51
						\$578.51
21	011301330	SUPERION, LLC A CENTRAL SQUARE CO	136769	10/27/2020	10/1/20-9/30/21 MTNC	36,011.31
						\$36,011.31
21	011401100	SUPERIOR COURT OF CA, COUNTY OF L	136768	10/27/2020	AUG'20 CITATION PROCS	5,102.00
						\$5,102.00
21	011701710	THE GAS COMPANY	136727	10/19/2020	8/27-9/29 1415 SANTA	138.22
						\$138.22
21	011401430	TRANSTECH ENGINEERING, INC.	136770	10/27/2020	BLDG REVIEW CUP 20-06	72.00
21	011401430		136770	10/27/2020	BLDG REVIEW CUP 20-07	1,584.00
21	011401430		136770	10/27/2020	JULY'20 CDD PLAN/BLDG	1,728.00
						\$3,384.00
21	011301310	TRUSAIC	136743	10/27/2020	SEPT'20 ACA MONTHLY	1,000.00
21	011301310		136743	10/27/2020	OCT'20 ACA MONTHLY	1,000.00
						\$2,000.00
21	011701760	ULINE	136771	10/27/2020	OUTDOOR REFL. TAPE	106.21
21	011701760		136771	10/27/2020	OUTDOOR REFL. TAPE	298.20
						\$404.41
21	011701720	WAXIE SANITARY SUPPLY	136772	10/27/2020	JANITORIAL SUP YARD	185.74
21	011701710		136772	10/27/2020	JANITORIAL SUP CHALL	185.74
21	011601650		136772	10/27/2020	JANITORIAL SUP NTP	185.74
21	011601670		136772	10/27/2020	JANITORIAL SUP MVD	185.74
21	011601630		136772	10/27/2020	JANITORIAL SUP MCTR	185.74
21	011601610		136772	10/27/2020	JANITORIAL SUP CCTR	185.74
21	011601620		136772	10/27/2020	JANITORIAL SUP SCTR	185.74
						\$1,300.18
21	011701760	WEST COAST ARBORISTS, INC	136773	10/27/2020	SEPT'20 TREE TRIM	15,827.00
						\$15,827.00
21	011601610	WHITTIER FERTILIZER	136774	10/27/2020	GORILLA HAIR CCTR	545.74
21	011601620		136774	10/27/2020	GORILLA HAIR SCTR	545.74
21	011601610		136774	10/27/2020	GORILLA HAIR CCTR	582.12
21	011601670		136774	10/27/2020	GORILLA HAIR MVD	582.12
21	011601610		136774	10/27/2020	GORILLA HAIR CCTR	790.35
21	011601610		136774	10/27/2020	GORILLA HAIR CCTR	891.18
21	011601610		136774	10/27/2020	GORILLA HAIR CCTR	1,164.24
21	011701750		136774	10/27/2020	GORILLA HAIR FAWCETT	1,455.30
21	011601670		136774	10/27/2020	GORILLA HAIR MVD	1,455.30
21	011701750		136774	10/27/2020	RED CHIPS MEDIAN	229.32

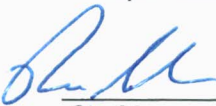
City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

Date: 10/21/2020

Time: 10:50AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011601670	WHITTIER FERTILIZER...	136774	10/27/2020	GORILLA HAIR MVD	291.06
21	011601610		136774	10/27/2020	GORILLA HAIR CCTR	291.06
21	011601640		136774	10/27/2020	GORILLA HAIR POOL	343.16
21	011601620		136774	10/27/2020	GORILLA HAIR SCTR	363.83
21	011701750		136774	10/27/2020	GORILLA HAIR MEDIANS	364.65
						\$9,895.17
21	011501510	YOBANA RAYGOZA COVARRUBIAS	136760	10/27/2020	OCT'20 COM SVC MTG	100.00
						\$100.00

Report Total **168,474.41**



City Manager
For Aschel

City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

Date: 10/21/2020

Time: 10:48AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	05	DEPARTMENT OF THE TREASURY	4824	10/15/2020	PPE 10/3 MED	4,279.74
21	05		4824	10/15/2020	PPE 10/3 FEDERAL	13,545.39
21	05		4824	10/15/2020	PPE 10/3 FICA	18,179.88
						\$36,005.01
21	011001020	ELAN FINANCIAL SERVICES	4823	10/8/2020	UBER EATS FRAUD	5.41
21	011501530		4823	10/8/2020	DOLLAR TREE/FALL ART	7.82
21	011001020		4823	10/8/2020	LITERATURE ORGANIZER	334.00
21	011001040		4823	10/8/2020	ADOBE WEBSITE	9.99
21	011701710		4823	10/8/2020	SGV NEWS SUB CHALL	10.00
21	011501530		4823	10/8/2020	DOLLAR TREE/FALL ART	11.00
21	448008010		4823	10/8/2020	PARATRANSIT CERTS-GON	498.00
21	011501530		4823	10/8/2020	WESTGATE CERTS PRGM	747.00
21	011501530		4823	10/8/2020	WESTGATE CERTS PRGM	933.75
21	011501530		4823	10/8/2020	POSTER MYWALL	2.99
21	011501530		4823	10/8/2020	POSTER MYWALL	2.99
21	011501530		4823	10/8/2020	POSTER MYWALL	2.99
21	011701710		4823	10/8/2020	LA TIMES DIGITAL SUB	15.96
21	011511543		4823	10/8/2020	CENSUS SUP HOTDOG	22.65
21	011001020		4823	10/8/2020	UBER EATS FRAUD	23.56
21	011511543		4823	10/8/2020	CENSUS SUP HOTDOG	30.99
21	011001020		4823	10/8/2020	UBER EATS FRAUD	31.26
21	011001040		4823	10/8/2020	GODADDY/ESSENTIAL MEA	20.16
21	011001020		4823	10/8/2020	UBER EATS FRAUD	31.45
21	011501530		4823	10/8/2020	DOLLAR TREE/FALL ART	32.00
21	011001020		4823	10/8/2020	UBER EATS FRAUD	32.77
21	011001020		4823	10/8/2020	UBER EATS FRAUD	34.63
21	011001020		4823	10/8/2020	UBER EATS FRAUD	40.04
21	011001020		4823	10/8/2020	LITERATURE/CHICAGO BK	44.95
21	011501530		4823	10/8/2020	JC DOLLAR MART/FALLAR	46.62
21	011001020		4823	10/8/2020	CA CITIES CONF-CM	50.00
21	011511543		4823	10/8/2020	CENSUS CARAVAN/DONUTS	55.16
21	011501530		4823	10/8/2020	DOLLAR TREE/FALL ART	61.52
21	011001010		4823	10/8/2020	CCMTG 9/8-JERSEY MIKE	102.40
21	011001020		4823	10/8/2020	8/23-9/22 ZOOM #502	239.90
21	011501530		4823	10/8/2020	8/4-9/3 DIRECT TV	267.37
21	448008010		4823	10/8/2020	PARATRANSIT CERTS-CAY	311.25
						\$4,060.58
21	05	EMPLOYMENT DEVELOPMENT DEPT.	4825	10/15/2020	PPE10/3 STATE WITHD'G	4,647.04
21	05		4825	10/15/2020	PPE10/3 TNG WITHD'G	5.73
21	011301310		4825	10/15/2020	3RD QTR 2020/ETT	62.16
21	05		4825	10/15/2020	PPE10/3 UITAX WITHD'G	332.14
						\$5,047.07
21	011511543	SAM'S CLUB DIRECT	4826	10/15/2020	8/27 CENSUS GIVEAWAY	172.57
21	011501530		4826	10/15/2020	GRANDPARENTS DAY	190.65
21	011701710		4826	10/15/2020	CITY HALL REFRESH	392.27
21	011701710		4826	10/15/2020	9/3 CENSUS FOOD DRIVE	989.92

City of South El Monte
Warrant Register
Council Meeting of 10/27/2020

Date: 10/21/2020

Time: 10:48AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	011511543	SAM'S CLUB DIRECT...	4826	10/15/2020	9/3 CENSUS FOOD DRIVE	1,850.14
21	011511543		4826	10/15/2020	9/10 CENSUS FOOD DRIV	1,970.66
21	011511543		4826	10/15/2020	9/10 CENSUS FOOD DRIV	2,333.56
						\$7,899.77
21	011701730	SOUTHERN CALIFORNIA EDISON	4827	10/15/2020	9/1-10/1 2028 CENTRAL	179.76
21	011701730		4827	10/15/2020	8/1-8/31 2028 CENTRAL	30.00
21	011701730		4827	10/15/2020	8/25-9/24 2028 CENTRA	66.62
						\$276.38
21	05	STATE DISBURSEMENT UNIT	4828	10/15/2020	PPE 10/3 CASE 0980438	150.00
21	05		4828	10/15/2020	PPE 10/3 CASE 1457313	603.50
21	05		4828	10/15/2020	PPE 10/3 CASE 2135289	646.15
						\$1,399.65
21	011701750	US BANK VOYAGER FLEET SYS	4829	10/15/2020	8/25-9/24 FUEL LANDSC	639.35
21	011401100		4829	10/15/2020	8/25-9/24 FUEL P-SFTY	400.28
21	011701750		4829	10/15/2020	8/25-9/24 FUEL LANDSC	1,399.17
21	011407020		4829	10/15/2020	8/25-9/24 FUEL CODE	134.46
21	011701740		4829	10/15/2020	8/25-9/24 FUEL BLDG	62.23
21	448008010		4829	10/15/2020	8/25-9/24 FUEL TRANS	368.14
21	011701740		4829	10/15/2020	8/25-9/24 FUEL BLDG	217.81
21	011407020		4829	10/15/2020	8/25-9/24 FUEL CODE	241.22
21	448008010		4829	10/15/2020	8/25-9/24 FUEL TRANS	272.09
21	011701750		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-76.15
21	011701750		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-35.97
21	011401100		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-21.78
21	448008010		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-19.41
21	448008010		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-14.89
21	011407020		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-13.22
21	011701740		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-11.57
21	011407020		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-7.27
21	011701740		4829	10/15/2020	8/25-9/24 TAX EXEMPT	-3.39
						\$3,531.10
21	011511543	WALMART COMMUNITY/GECRB	4830	10/15/2020	9/26 CENSUS CARAVAN	52.13
21	011501530		4830	10/15/2020	OCT'20 CRAFT SCTR	71.66
						\$123.79

Report Total **58,343.35**


City Manager
For Rachel



City Council Agenda Report

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

DATE: October 27, 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: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-114,
APPROVING AMENDMENT NO. 2 TO THE AGREEMENT
WITH THE COUNTY OF LOS ANGELES FOR THE
ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: On July 1, 2020, a one-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This Amendment will increase the allocated baseline funding from \$288,000 to \$309,000 resulting in an increase of \$21,000 for Fiscal Year (FY) 2020-21 only. The \$21,000 will be allocated through the Chief Executive Office Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-114, approving Amendment No. 2 to the Agreement and authorizing the City Manager to execute the agreement.

FISCAL IMPACT: Amendment No. 2 will bring the total cost to an amount not-to-exceed \$309,000 for FY 2020-2021, an increase from FY 2019-20 Maximum Annual Subaward Sum. This will include \$286,500 from Title III C-1, \$21,500 from Title III C-2 and \$1,000 from Title III B. The additional \$21,000 funding does not require a cash match.

DISCUSSION: The City has provided lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively "Programs") for more than 20 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers meals

that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the Programs do not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The County contributes to the City's Elderly Nutrition Program Services, which, offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, recreation and wellness programs. The Home-Delivered Meals Program assists seniors who are homebound and is designed to help the frail elderly maintain independence and avoid social isolation as they continue to age in place.

The City and County wish to amend the Agreement in order to: (1) allocate Chief Executive Office Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$21,000, in exchange for additional meals to be provided by the City during FY 2020-21; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 2, which is attached to the staff report accompanying this Resolution as Attachment C.

ATTACHMENTS:

[Attachment A - Resolution No. 20-114](#)

[Attachment B- ENP Allocation Letter](#)

[Attachment C - Amendment No. 2](#)

ATTACHMENT A

RESOLUTION NO. 20-114

A RESOLUTION OF THE CITY OF SOUTH EL MONTE APPROVING AN AGREEMENT BETWEEN THE CITY AND THE COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

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

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

WHEREAS, the City and County determined that an amendment (“Amendment No. 2”) to the Agreement is necessary to allocate Chief Executive Office Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only.

WHEREAS, the City Council now desires to approve Amendment No. 2 to the Agreement to: (1) allocate Chief Executive Office Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$21,000, increasing the baseline funding from \$288,000 to \$309,000 during FY 2020-21 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 Services to be provided by the City during FY 2020-21; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 2, which is attached to the staff report accompanying this Resolution as Attachment C.

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

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

SECTION 2: The proposed Amendment No. 2, in the form attached to the agenda report accompanying this resolution, is hereby approved, authorizes the FY 20-21 Budget Adjustment in the amount of \$21,000 to compensate for the increase in meals rendered during the contract term for FY 20-21.

SECTION 3: The City Council hereby authorizes and directs the City Manager to execute Amendment No. 2 in substantially the form attached as Attachment C to the October 27, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 2.

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

PASSED, APPROVED AND ADOPTED this 27th day of October, 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. 20-114 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 13th day of October, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ■ Los Angeles, CA 90020

Tel: 213-738-2617



wdacs.lacounty.gov

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

September 30, 2020

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

FISCAL YEAR 2020-21 ADDITIONAL FEDERAL CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Barbosa:

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

- Purpose: Subrecipient shall utilize additional federal (previously identified as Chief Executive Office (CEO)) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to provide additional defined and contracted ENP Title III C-1 Program Services during Fiscal Year (FY) 2020-21.
- Subaward Number: ENP202110
- Amendment Number: Two
- Subaward Term: July 1, 2020 through June 30, 2021
- Additional Federal CARES Act Funding Allocation: \$21,000
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2020 through December 30, 2020
- Supervisorial District: 1
- Funding Source(s), Service Category(ies) and Unit Rate(s) are as follows:

Funding Source	Service Category	Unit Rate		Allocation Amount
		7/1/2020-8/31/2020	9/1/2020-6/30/2021	
FEDERAL CARES Act	American Meals	\$6.95	\$6.60	\$21,000
	Ethnic Meals			
Additional Federal CARES Act Funding				\$21,000
CARES Act Funding (Refer to FY 2020-21 CARES Act Funding Allocation Letter)				\$79,000
Baseline Funding (Refer to FY 2020-21 Baseline Funding Allocation Letter)				\$209,000
Subaward Sum Year 1 (SSY1) (Additional Federal CARES Act, CARES Act and Baseline Funding)				\$309,000

The CARES Act requires Subrecipient to comply with all applicable CARES Act provisions and requirements which includes, but is not limited to, maintaining Client attestations confirming that the Client has been directly impacted by the COVID-19 outbreak.

For more information on CARES Act requirements, please visit the following:

- United States Department of Treasury website: <https://home.treasury.gov/policy-issues/cares>
- Coronavirus Relief Fund Guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
- Memorandum for Coronavirus Relief Fund Recipients: <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>

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

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

City of South El Monte
FY 2020-21 Additional Federal CARES Act Funding Allocation
Elderly Nutrition Program

ATTACHMENT C

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP202110
SUBAWARD PERIOD JULY 2020 – JUNE 2021**

AMENDMENT TWO

This Amendment is made and entered into by and between

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

County's Business Address

3175 West Sixth Street
Los Angeles, CA 90020

and

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

Subrecipient's Business Address

1415 N. Santa Anita Avenue
South El Monte, CA 91733

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2021" dated July 1, 2020 ("Contract" or "Subaward"); and

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

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

WHEREAS, it is the intent of the parties to amend this Subaward to allocate Additional Federal (previously identified as Chief Executive Office (CEO)) Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in the amount of **\$21,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP

Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2020-21; and

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

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence **upon execution by all parties.**
- II. Subparagraph 5.1.3 is deleted in its entirety and replaced as follows:

5.1.3 Subaward Sum Year 1 Funding Source(s)

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) Original Baseline Funds

5.1.3.2.1 Subaward Sum: **\$1,000**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2020 – June 30, 2021

5.1.3.2.4 Allocation Letter: Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 OAA Title III C-1 (Nutrition Services) Original Baseline Funds

5.1.3.3.1 Subaward Sum: **\$186,500**

5.1.3.3.2 Service Area: Supervisorial District 1

5.1.3.3.3 Period of Performance: July 1, 2020 – June 30, 2021

- 5.1.3.3.4 Allocation Letter: Fiscal Year 2020-21
Original Baseline Funding Allocation for
Elderly Nutrition Program Services
- 5.1.3.4 OAA Title III C-2 (Nutrition Services) Original Baseline
Funds
 - 5.1.3.4.1 Subaward Sum: **\$21,500**
 - 5.1.3.4.2 Service Area: Supervisorial District 1
 - 5.1.3.4.3 Period of Performance: July 1, 2020 – June
30, 2021
 - 5.1.3.4.4 Allocation Letter: Fiscal Year 2020-21
Original Baseline Funding Allocation for
Elderly Nutrition Program Services
- 5.1.3.5 Federal CARES Act Funds for ENP Congregate Meal
Services
 - 5.1.3.5.1 Subaward Sum: **\$15,000**
 - 5.1.3.5.1.1 Subrecipient shall expend
these funds before OAA Title
III C-1 (Nutrition Services) and
FFCRA (if applicable) for ENP
Congregate Meal Services
funding
 - 5.1.3.5.1.2 Subrecipient shall ensure that
these funds are also used to
serve waitlist Clients which are
assigned to Subrecipient by
County.
 - 5.1.3.5.2 Service Area: Supervisorial District 1
 - 5.1.3.5.3 Period of Performance: July 1, 2020 –
December 30, 2020 (pursuant to Los
Angeles County Chief Executive Officer
(CEO) Board Motion dated August 4, 2020)
 - 5.1.3.5.4 Allocation Letter: Fiscal Year 2020-21
CARES Act Funding Allocation for Elderly
Nutrition Program Services

- 5.1.3.6 California Department of Aging (CDA) CARES Act Funds for ENP Congregate Meal Services
 - 5.1.3.6.1 Subaward Sum: **\$64,000** (available for use only after exhausting all Federal CARES Act for ENP Congregate Meal Services, OAA Title III C-1 (Nutrition Services), and FFCRA (if applicable) for ENP Congregate Meal Services funding)
 - 5.1.3.6.2 Service Area: Supervisorial District 1
 - 5.1.3.6.3 Period of Performance: July 1, 2020 – June 30, 2021 (consistent with CDA Program Memo No. 20-13 (Corrected) issued on July 16, 2020)
 - 5.1.3.6.4 Allocation Letter: Fiscal Year 2020-21 CARES Act Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.7 Additional Federal CARES Act Funds for ENP Congregate Meal Services
 - 5.1.3.7.1 Subaward Sum: **\$21,000**
 - 5.1.3.7.1.1 Subrecipient shall expend these funds before OAA Title III C-1 (Nutrition Services) and FFCRA (if applicable) for ENP Congregate Meal Services funding
 - 5.1.3.7.2 Service Area: Supervisorial District 1
 - 5.1.3.7.3 Period of Performance: July 1, 2020 – December 30, 2020 (pursuant to Los Angeles County CEO Board Motion dated August 4, 2020)
 - 5.1.3.7.4 Allocation Letter: Fiscal Year 2020-21 Additional Federal CARES Act Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.5.7 is deleted in its entirety and replaced as follows:

5.5.7 Subaward-Related Documents

5.5.7.1 Subrecipient shall complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment 8 (Site Summary); Exhibit A (Statement of Work), Attachment 10 (Route Summary); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit Y (List of Lower Tier Subawards); Exhibit AA (Subrecipient's Compliance with Encryption Requirements); Exhibit CC (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); and, Exhibit DD (California Civil Rights Laws Certification).

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

5.10.4 Federal Award Identification Number (FAIN)

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

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

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: \$209,000

5.10.7.2 Amendment One: \$79,000

5.10.7.2.1 Federal CARES Act Funds: \$15,000

5.10.7.2.2 CDA CARES Act Funds: \$64,000

5.10.7.3 Amendment Two: \$21,000

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

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

5.10.8.1 Subaward Sum Year 1: \$309,000

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

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$309,000

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

5.10.10 Federal Award Project Description

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

IX. Subparagraph 5.10.12 is deleted in its entirety and replaced as follows:

5.10.12 CFDA Number and Name: 93.044 - Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers); 93.045 - Special Programs for the Aging, Title III, Part C1 (Nutrition Services); 93.045 – Special Programs for the Aging, Title III, Part C2 (Nutrition Services); 93.053 - Nutrition Services Incentive Program; and, 21.019 – Coronavirus Relief Fund

X. Subparagraph 7.6.5.1 is deleted in its entirety and replaced as follows:

7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient shall ensure that all Protected Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive

and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

XI. Subparagraph 7.6.5.2 is deleted in its entirety and replaced as follows:

7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

XII. Subparagraph 7.6.5.3 is deleted in its entirety and replaced as follows:

7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient shall not use PSCI for any purpose other than carrying out Subrecipient's obligations under this Subaward. PSCI shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.

XIII. Subparagraph 8.26.5 is deleted in its entirety and replaced as follows:

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart) or assessing actual costs of the damage.

XIV. Subparagraph 9.17.1 is deleted in its entirety and replaced as follows:

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 sets forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the

Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

XV. Subparagraph 9.17.5 is deleted in its entirety and replaced as follows:

9.17.5 County Information Assets

9.17.5.1 County Information Assets are PSCI and include (but are not limited to):

- 9.17.5.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.
- 9.17.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 9.17.5.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).
- 9.17.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.
- 9.17.5.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

XVI. Subparagraph 9.17.7.2 is deleted in its entirety and replaced as follows:

9.17.7.2 Subrecipient shall destroy such County Information Assets by:

- 9.17.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.

- 9.17.7.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201) and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.

XVII. Subparagraph 9.17.8.3 is deleted in its entirety and replaced as follows:

- 9.17.8.3 Subrecipient and any approved Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

XVIII. Subparagraph 9.17.8.4 is deleted in its entirety and replaced as follows:

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

XIX. Subparagraph 9.17.13.3 is deleted in its entirety and replaced as follows:

9.17.13.3 Notification of Security Breach to Clients

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

XX. Subparagraph 9.17.16.2 is deleted in its entirety and replaced as follows:

9.17.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or any approved Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of PSCI shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

XXI. Subparagraph 9.25 is added as follows:

9.25 CARES Act Provisions

9.25.1 Subrecipient shall comply with all applicable Federal and State provisions and requirements of Coronavirus Aid Relief, and Economic Security (CARES) Act funds, as well as all County directives and requirements for CARES compliance, including, but not limited to, required Client attestation documentation.

XXII. Exhibit W1 (Budget) Amendment 2 {FY 2020-21 Additional Federal CARES Act Funding}" is added as an addendum to "Exhibit W1 (Budget)", and is incorporated herein by reference.

XXIII. "Exhibit X1 (Mandated Program Services) Amendment 2 {FY 2020-21 Additional Federal CARES Act Funding}" is added as an addendum to "Exhibit X1 (Mandated Program Service)", and is incorporated herein by reference.

XXIV. The "Fiscal Year 2020-21 Additional Federal CARES Act Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

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

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

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

 City of South El Monte
 Subrecipient's Legal Name

 ENP202110
 Subaward Number

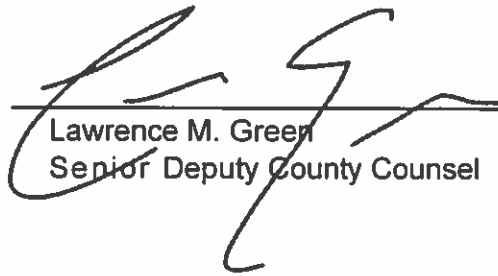
By _____ Date _____
 Name of Authorized
 Representative

 Title

 Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
 Mary C. Wickham, County Counsel

By  _____ Date _____
 Lawrence M. Green
 Senior Deputy County Counsel

 Title

 Signature



City Council Agenda Report

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

DATE: October 27, 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. 20-115,
APPROVING AN AGREEMENT WITH KIMLEY-HORN
AND ASSOCIATES, INC. FOR CEQA RELATED
SERVICES

SUMMARY: A consultant is needed to complete the California Environmental Quality Act (CEQA) documentation for the Mye Plaza Mixed Use Project (Project) proposed to be located at 2727 Rosemead Boulevard. Kimley-Horn and Associates, Inc. (Kimley-Horn) has been chosen as the consultant to complete these services.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-115, approving an agreement with Kimley-Horn for conducting an environmental review of the Project pursuant to CEQA, for an amount not to exceed \$86,550.

FISCAL IMPACT: The \$86,550 will be paid by the applicant of the project, so minimal cost will be incurred by the City in managing the CEQA analysis.

DISCUSSION: The City has limited internal capacity to process complex CEQA documents, and for larger projects that require a MND or an Environmental Impact Report (EIR), it is necessary to contract with a company that specializes in CEQA processes and reporting. The CEQA analysis for the Project will be fully paid for by the applicant, with the City owning the final product and acting as the lead agency. Resolution 20-115 will authorize the City Manager or her designee to execute a contract with Kimley-Horn to conduct the CEQA analysis.

Staff report prepared by Ian McAleese, Assistant Planner.

ATTACHMENTS:

[Attachment A - Resolution 20-115](#)

[Attachment B - Kimley Horn - Mye Plaza Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-115

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH KIMLEY
HORN AND ASSOCIATES FOR CEQA ANALYSIS SERVICES

WHEREAS, the City of South El Monte requires environmental services for the Mye Plaza Mixed Use Project, which cannot be handled by City staff; and

WHEREAS, the City seeks to enter into an agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$86,550, for the CEQA analysis services and the drafting of the resulting CEQA documentation; and

WHEREAS, the City Council now wishes to authorize the City Manager to execute a contract with Kimley-Horn and Associates, Inc., 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 Kimley-Horn and Associates, Inc., in an amount not to exceed \$86,550 and subject to approval as to form and content by the City Attorney's Office.

PASSED, APPROVED AND ADOPTED this 27th day of October 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. 20-115 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 27th day of October, 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

KIMLEY-HORN AND ASSOCIATES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 27th day of October, 2020 by and between the City of South El Monte, a municipal corporation (“City”) and Kimley-Horn and Associates, Inc., a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. 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.

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

C. 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 Eighty Six Thousand Five Hundred and Fifty Dollars (\$86,550.00) (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 one year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jason Melchor
(Name)

Assistant Secretary _____
(Title)

Dana Privitt
(Name)

Project Manager _____
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Colby Cataldi, Community Development Director, 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:

KIMLEY-HORN AND ASSOCIATES, INC., a California corporation

By: _____
Name: Dana C. Privett _____
Title: Project Manager _____

By: _____
Name: Jason Melchor _____
Title: Assistant Secretary _____

Address: 765 The City Drive South

Suite 200, Orange CA 92868

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

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STATE OF CALIFORNIA

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OPTIONAL

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TITLE(S)	
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☐ 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 CEQA consulting services (“Services”) for the Mye Plaza project (“Project”):

A. Task 1 – Project Initiation and Kick-Off Meeting

- a. Kick-off Meeting. Consultant will participate in the kick-off meeting with City staff and the applicant (“Applicant”), the latter if deemed appropriate by the City, to confirm the approach to the Project; the scope of work; and communication protocol and the administrative record. The meeting discussion would include any known project issues, and agency and community issues that need to be considered through the process, as well as potential streamlining provisions that may be appropriate.
- b. Data Review and Site Reconnaissance. Consultant will conduct a site reconnaissance, and will review all available Project materials, as well as policy documentation for the City and any other applicable agencies. Consultant will assess whether available information is adequate and complete. The City will be notified if additional information is needed.
- c. Project Description. The Project description is a critical component because it is the basis for the environmental analysis. Based on information provided by the City and Applicant, Consultant will prepare a draft Project Description for review and approval. The Project Description will detail the Project’s location, environmental setting, background and history, Project characteristics, construction schedule/phasing, and discretionary actions. Exhibits will be prepared to depict the regional and site vicinity and key project components to support the environmental analyses. Consultant will respond to one reconciled set of comments on the draft Project Description.

B. Task 2 – Initial Study/Mitigated Negative Declaration/Other Documentation

- a. Administrative Draft. Consultant will prepare an Administrative Draft Initial Study, Mitigated Negative Declaration, or other required documentation following the CEQA analysis, using the City’s Environmental Checklist Form. Each of the topics contained in the Environmental Checklist will be evaluated to document the nature and extent of any potential environmental consequences and the need for mitigation. Many of the issue areas addressed in the Initial Study will have the potential to have no significant effects (i.e., “No Impact” or “Less than Significant Impact”) due to the type, size, and location of the project.

- b. Applicant Technical Reports. The City has confirmed that a Phase I Environmental Site Assessment has been completed. Other reports including a Geotechnical Report, Preliminary Hydrology, Drainage and Low Impact Development Studies are assumed to be provided by the Applicant. The City has confirmed that Engineering and Building contractors would peer review all technical studies. Consultant will limit its review to adequacy for CEQA analysis.
- c. Checklist Topics. The following describes the work effort proposed to assess the potential environmental effects relative to the remaining topical issues.
 - i. Aesthetics and Visual Resources. Changes in the visual character of the Project site will be addressed qualitatively. Consultant will conduct a site visit to photographically document the Project site and surrounding area. The Project's compliance with applicable development and design guidelines will be addressed. As such, the Project's compatibility with respect to massing, height, lighting, and building materials with the surrounding area will be evaluated. If shade/shadow are not provided but desired by the City, Consultant can provide them as an in-house service. The shade/shadow modeling identified in this Scope of Work as an optional item would be addressed in this section. The Project is within an urbanized area bordered by light industrial, commercial, and limited residential development.
 - ii. Shade/Shadow (Optional). CEQA guidelines require the evaluation of potential aesthetic impacts, including but not limited to shade/shadow. This scope assumes that Shade/Shadow exhibits and files would be provided from the Applicant. However, if no exhibits are provided, a Shade/Shadow modeling and visuals task has been added to this proposal.
 - iii. Agricultural and Forestry Resources. The Project would not impact agricultural or forestry resources. The General Plan will be referenced to note that the site does not contain nor is proximate to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, or to forestry resources.
 - iv. Air Quality. Consultant will prepare an air quality assessment, which will be conducted in accordance with the South Coast Air Quality Management District's (SCAQMD's) recommended methodologies. Fugitive dust and equipment exhaust emissions from construction activities will be quantitatively evaluated using the California Emissions Estimator Model (CalEEMod), which is a statewide land use emissions computer model designed to quantify potential criteria pollutant emissions associated with construction

and operational activities from land use projects. The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance. Operational emissions (i.e., area and mobile source) will be quantified and compared to the SCAQMD thresholds of significance. Modeled emissions will also be compared to the SCAQMD Localized Significance Thresholds to determine whether localized impacts would occur. Where necessary, carbon monoxide hotspots will be evaluated. Project consistency with the SCAQMD's latest Air Quality Management Plan will be addressed. Additionally, pursuant to recent case law (i.e., *Sierra Club v. County of Fresno*), Consultant will qualitatively address the Project's potential to impact human health.

- v. Health Risk Assessment (Optional). As an optional technical analysis, Consultant will prepare a Health Risk Assessment analysis for incorporation directly into the Initial Study. The California Air Resources Board (CARB) generally recommends the assessment of health impacts when receptors would be located within 500 feet of a freeway and high-traffic roads. The Project site is immediately adjacent to Rosemead Boulevard (SR-164). Although a Health Risk Assessment (HRA) is not required, it has been included as an optional task because of the proximity of the site to a high traffic roadway. It is up to the City to consider whether a HRA would be warranted for this Project. Health risk impacts from potential Project related toxic air contaminants (TACs) will be addressed based on the Project's proximity to SR-164 and the likelihood and potential level of potential exposure. The quantitative HRA involves the development of an emissions inventory for diesel particulate matter (DPM) sources, dispersion modeling to determine concentrations at sensitive receptors, and determination of the chronic and acute health impacts along with the projected increase in cancer risk due to exposure to DPM. DPM emissions will be based on truck volumes provided by Caltrans. Concentrations will be modeled and projected at the Project site. The modeled concentrations are then used to estimate the increased cancer risk and health hazard as described in OEHHHA Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment. The assessment would present background information on DPM and its health risks, the assumptions used for the modeling and modeling methodology and the results of the analysis. If necessary, recommendations for design features or buffer distances to reduce health risk impacts will be identified.

- vi. Biological Resources. The site does not contain biological resources. The Project site currently is a storage/salvage yard with several vehicles and containers onsite. The site has been highly disturbed, and a biological assessment is not assumed.
- vii. Cultural Resources. Based on the existing condition of the Project site, lack of structures on site, and industrial character of the area, a full cultural resources technical report is not assumed. Because the South Central Coastal Information Center (SCCIC) is currently closed resulting in delays in the receipt of information regarding previously recorded sites located on or previous studies conducted within the study area, Consultant suggests using available information provided by the City. Should the City request a new records search, the current timeframe for receipt of this information is more than eight weeks.
- viii. Energy. Consultant will analyze the Project's energy implications pursuant to Public Resources Code §21100(b)(3), State CEQA Guidelines Appendix F, and the recent State CEQA Guidelines Amendments (i.e., §15162.2(b) and Appendix G.III). The analysis will describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a Project. The analysis will evaluate energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation-related energy use during construction and operation. In addition to building code compliance, other relevant considerations may include the Project's size, location, orientation, equipment use, and any renewable energy features that could be incorporated into the Project. The Project's effects on local and regional energy supplies and on requirements for additional capacity will also be analyzed. Mitigation measures to reduce inefficient and unnecessary energy consumption will be identified, as needed.
- ix. Geology and Soils. Consultant will use the Geotechnical Study provided by the Applicant to address the potential for impacts associated with seismic activity and site-specific soils/geotechnical conditions. Consultant will review the technical study for sufficiency to address the related CEQA checklist questions. Based on the State CEQA Guidelines amendments, paleontological resources are now addressed in the Geology and Soils section. Consultant will have a paleontological resources records search conducted by the Los Angeles County Museum, Vertebrate Paleontology Section. The findings will be addressed in the Initial Study.

- x. Greenhouse Gas Emissions. Consultant will prepare a Greenhouse Gas (GHG) Emissions Assessment, which will include an inventory of GHG emissions (i.e., nitrous oxide, methane, and carbon dioxide) from direct sources during construction activities (i.e., construction equipment) and from direct and indirect sources during long-term operations (i.e., Project-generated vehicular traffic, on-site combustion of natural gas, and operation of any landscaping equipment). The emissions inventory will be compiled using CalEEMod. Consistency with applicable GHG reduction plans including applicable City plans and statewide GHG emissions reduction strategies such as the California Air Resources Board Scoping Plan and the Regional Transportation Plan for the region will be addressed, as applicable. If necessary mitigation measures will be identified to reduce potentially significant GHG impacts of the proposed Project.
- xi. Hazards and Hazardous Materials. Consultant will use the Applicant prepared Phase 1 ESA to see if any identified potential recognized environmental conditions are located within the Project site or adjacent properties that could present material risk of harm to public health or to the environment. Review of DTSC Envirostor and SWRCB Geotracker databases will also be summarized in the Initial Study.
- xii. Hydrology and Water Quality. The Initial Study will use the Preliminary Hydrology, Drainage and Low Impact Development Studies provided by the Applicant to address the potential for impacts associated with surface water runoff and water quality. The studies will address pre- and post-development site drainage; available capacity of existing storm drain infrastructure and whether new or upgraded infrastructure is required; and drainage and water quality Best Management Practices that would be installed as part of the Project for both construction and long-term operations.
- xiii. Land Use and Planning Programs. Consultant will describe the existing on-site and surrounding land uses based on a site visit; review of aerial photographs; and information available in City land use plans and documentation. The land use section will focus on direct land use impacts associated with physical changes to the project site and surrounding area resulting from Project implementation. Although the Project would require a General Plan Amendment and Zone Change, it is not considered regionally significant. A detailed discussion of regional planning programs is not required; this will be noted in the Initial Study.

- xiv. Mineral Resources. The Project site does not contain known local or State-designated mineral resources or locally important mineral resource recovery sites. Consultant will provide a citation in the Initial Study.
- xv. Noise and Vibration. Consultant will review applicable noise and land use compatibility criteria for the Project area. Noise standards regulating noise impacts will be discussed for land uses adjacent to the project site. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. On-site noise generating activities will be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. The Project's contribution to mobile source noise will be qualitatively assessed. Noise measurements are excluded.
- xvi. Population and Housing. The proposed Project would construct 73 condominiums and further increase the City's housing supply. No residential units would be displaced as part of the Project. This change to the Project site will be addressed in the Initial Study.
- xvii. Transportation: Vehicle Miles Traveled (VMT). Beginning July 1, 2020, the City is required to use Vehicle Miles Traveled (VMT) thresholds in its CEQA documents in compliance with Senate Bill 743. The City has not yet adopted SB 743 thresholds or guidance regarding methodology. It is intended that the VMT analysis approach will be consistent with December 2018 guidance provided by the Governor's Office of Planning and Research (OPR). Consultant will run initial VMT screening based on information published by the OPR. Consultant will coordinate with the City regarding its planned approach to establishing thresholds and methodologies for the VMT analysis. This task does not include a quantitative VMT analysis (modeling required). If the City requires public services, including fire, libraries, parks and recreation, police protection, and schools, Consultant will assess potential impacts to public services through outreach to City departments and available information. An analysis of information provided by these departments will be incorporated into the Initial Study and mitigation will be provided, if necessary.
- xviii. Quantitative VMT Analysis Modeling Required (Optional). Consultant will code land use into the Project's representative

Traffic Analysis Zone (TAZ) within the SCAG travel demand model (TDM). The resultant TDM output and interim model files will be used to determine the Home-based VMT per capita for the proposed Project. Note that this will require deconstructing the model output sufficiently so that both the trip purposes and trip lengths for each contributing part of the Project's VMT from other sources can be completed. The process undertaken will be consistent with OPR guidance as described in the most recent release of its guidance. Consultant would identify applicable mitigation measures for reducing VMT impacts determined to be potentially significant.

xix. LOS Analysis. Consultant will also prepare a level of service (LOS) Traffic Impact Analysis in accordance with the City's traffic study requirements and the Los Angeles County Congestion Management Program (CMP). The traffic scope would include the following:

- Obtain a copy of the Project site plan for the proposed Project, including building square footages and uses, site layout, site driveways, parking supply, and any other site features that will affect the traffic analysis.
- Prepare and submit a Scoping Agreement to City staff, identifying the Project description, Project trips, trip distribution, Project opening year, and proposed study intersections.
- For planning and budgeting purposes, it is assumed that the traffic analysis will evaluate Project impacts at up to 4 study intersections.
- Obtain historical morning and evening peak period traffic count data at the study intersections, due to the closure of businesses and school amid the COVID-19 pandemic. If historical counts are not available, Consultant will work with City staff on potential options traffic count data.
- Develop Project trip generation estimates for the proposed project, using the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition).
- Develop trip distribution assumptions for the Project traffic, based on likely origins and destinations of residents and current traffic patterns in the area.

- Summarize operating conditions at the study intersections for the following scenarios:
 1. Existing Conditions
 2. Opening Year (Cumulative)
 3. Opening Year (Cumulative) Plus Project
 4. Horizon Year 2040
 5. Horizon Year 2040 Plus Project
 - Work with City staff to identify approved and pending projects and ambient growth rates, to develop cumulative conditions traffic forecasts for the Project Opening Year.
 - Identify Project impacts, recommended improvements and projects fair-share, if necessary.
 - Conduct a signal warrant analysis for any unsignalized study intersections.
 - Evaluate site access points, on-site circulation, and parking lot layout. Consultant will identify any recommended improvements to the site circulation to achieve efficient traffic flows to, from, and throughout the site.
- xx. Tribal Cultural Resources. Consultant will request a search of the Sacred Lands File be conducted by the California Native American Heritage Commission (NAHC) in order to identify any areas of Native American heritage significance under SB 18. Using the City's California Native American tribal contacts list, Consultant will draft AB 52 letters for use by the City. Should a request for consultation be received, the City will be required to enter into a consultation process. The City should anticipate a request for consultation by one or more Native American tribes. Under AB 52, tribal representatives have 30 days to request consultation. Under SB 18, tribal representatives have 90 days to request consultation. The result of the City's communication will be addressed in the Initial Study. Participation is one conference call meeting is assumed.
- xxi. Utilities and Service Systems: Wastewater, Water, Storm Water Drainage, and Solid Waste. Consultant will address potential impacts to utilities and service systems. The net change in generation and use will be identified based on available wet and

dry utilities information provided by the Applicant. Consultant will coordinate with the City to determine the adequacy of existing infrastructure to accommodate the proposed Project.

xxii. Wildfire. The Project site is not within or proximate to a designated high fire hazard area. The finding of no impact will be documented in the Initial Study.

- d. Revised Initial Study/Mitigated Negative Declaration/Other Documentation. Following the review by the City of the Administrative Draft, Consultant will revise the Initial Study, Mitigated Declaration, or other required documentation to incorporate all comments. The revised document will be provided in a version that shows all revisions in track-change for ease of review. This task anticipates that all City comments, including any City attorney comments, are provided to Consultant concurrently. If substantial new analysis is requested that has not previously been prepared or considered in the Draft, and/or substantive changes to the Project Description are required to address comments from the City, a budget augment would be required. Consultant will resubmit the IS/MND/other documentation to the City for final approval (“proof check”) prior to distribution. Because the Project would not impact a resource for which a State agency is a trustee or responsible agency, nor is the Project of regional significance, the IS/MND/other documentation does not need to be sent to the State Clearinghouse. A 20-day public review period is assumed. Consultant will prepare the Notice of Availability/Notice of Intent and will be responsible for the distribution of the notice based on a mailing list provided by the City. The City would post it at the Project site and/or submit the notice to the newspaper for publication. Consultant will also provide the document to the City in a format to be uploaded onto the City’s website. Concurrent with the distribution of the notice, we will prepare and file a No Effect Determination (NED) Request Form with the California Department of Fish and Wildlife (CDFW) to substantiate that the project will have no effect on biological habitat or fish and wildlife. If the CDFW concurs, they will issue a written NED, and the CDFW fee would be waived.

C. Task 3 – Preparation of Final Environmental Documentation

- a. Responses to Comments. Consultant will prepare responses to written comments received on the IS/MND/other documentation during the public review period. Draft responses will be submitted to the City for review and approval. Comments on any technical studies provided by the Applicant are expected to be addressed by the Applicant’s respective consultants. The response to comments will be based on comments received and transmitted to the City. As needed, revisions to the Initial

Study will be incorporated. The City will be contacted should additional time be needed based on the number and/or complexity of the comments.

- b. Mitigation Monitoring and Reporting Program. Consultant will prepare a Mitigation Monitoring and Reporting Program (MMRP) consistent with the City's standard format to identify appropriate monitoring steps/procedures and to provide a basis for monitoring such measures during and upon Project implementation. If the City modifies the Project and/or recommends changes to the conditions of approval/mitigation measures for the project, Consultant will revise the MMRP. However, substantial modifications are not assumed.
- c. Findings. Consultant will prepare findings associated with adoption of the Mitigated Negative Declaration as the appropriate CEQA review for the proposed Project.
- d. Notice of Determination. Following adoption of the IS/MND and approval of the project by the City, Consultant will prepare and file the Notice of Determination (NOD) with the County Clerk. This Scope of Work assumes a No Effects Determination by CDFW (fee waiver) and the payment of the County filing fees at the time the NOD is filed.

D. Task 4 – Project Management and Meetings. Dana Privitt will serve as the Project Manager responsible for supervision of the Consultant team and review the documentation for compliance with CEQA requirements and guidelines and City CEQA procedures. This scope assumes two City meetings (inclusive of the kick-off meeting) and 2 public hearings, while continuing bi-weekly conference calls. Participation in and attendance at additional meetings and/or the need for additional management efforts exceeding the budget allocation will require an amendment or would be billed on a time-and materials basis.

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

A. Task 1:

- a. Draft Project Description

B. Task 2:

- a. AB 52 and SB18 Letters
- b. Administrative Draft Initial Study/ Mitigated Negative Declaration/ Other Documentation
- c. Revised Administrative Draft Initial Study/ Mitigated Negative Declaration/ Other Documentation

- d. Proof Initial Study/ Mitigated Negative Declaration/ Other Documentation
- e. Initial Study/ Mitigated Negative Declaration/ Other Documentation– 1 electronic copy, 5 print copies
- f. No Effect Determination Request Form

C. Task 3 - All deliverables will be transmitted electronically unless otherwise noted. Web-ready versions of the final documents will be provided.:

- a. Draft Responses to Comments (one round of review)
- b. Revised Responses to Comments: 5 print copies
- c. Revised Initial Study/ Mitigated Negative Declaration/ Other Documentation, as needed (one round of review): 1 print copy
- d. Draft MMRP (one round of review)
- e. Revised MMRP: 1 print copy
- f. Findings (one round of review)
- g. Revised Findings: 1 print copy

D. Task 4:

- a. N/A

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. Bi-weekly conference calls, including an update on completed work to-date, status of ongoing work, and any potential delays or issues with 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. Dana Privitt, Project Manager
- B. Ace Malisos, Air Quality/Greenhouse Gas/ Noise
- C. Brian Leung, Environmental Planner
- D. Pranesh Tarikere, Traffic Engineer

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 1.1, “Scope of Services”, is hereby amended as follows: (deletions are marked in strikethrough, additions 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.”

II. Section 5.2(c), “Primary/contributing”, is hereby amended as follows: (deletions are marked in strikethrough, additions in *bold, italics*)

“Coverage provided by Consultant, *except professional liability insurance*, 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.”

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	TASK	BUDGET
A.	Task 1	\$3,500
B.	Task 2	\$68,250
C.	Task 3	\$5,300
D.	Task 4	\$7,000
	Office Expenses, Document Reproduction, Deliveries, Fees*	\$2,500
	Total	\$86,550.00

* Fees will be reasonable and fully document, and will be approved by City prior to payment

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”

CONSULTANT’S RATES

CLASSIFICATION	RATE
Analyst	\$115 - \$155
Professional	\$160 - \$200
Senior Professional I	\$200 - \$275
Senior Professional II	\$260 - \$325
Senior Technical Support	\$120 - \$180
Support Staff	\$80 - \$110
Technical Support	\$95 - \$120

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

TASK	WEEK
Notice to Proceed/Kick-off Meeting	1
Prepare Project Description	1
<i>City Review / Concurrence</i>	2
Prepare and Review Technical Studies	1 – 4
Administrative Draft Initial Study	2 - 10
<i>City Review</i>	11 - 12
Revised Initial Study	13-14
<i>City Review</i>	15
Draft IS/MND Production	16
Public Review Period (20 days)	17 - 19
Prepare Responses to Comments, MMRP, and Findings	20 - 22
<i>City Review</i>	23

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. Deliverable dates will be communicated and decided between the City and the Consultant.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

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

DATE: October 27, 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. 20-116,
AUTHORIZING THE FILING OF AN APPLICATION TO THE
STATE OF CALIFORNIA HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT (HCD) FOR THE
CALHOME PROGRAM TO HELP OWNER-OCCUPIED
OWNERS WITH HOME REPAIRS AND THE NEW
ACCESSORY DWELLING UNIT (ADU) AND JUNIOR
ACCESSORY DWELLING UNIT (JADU) PROGRAM FOR
THE DEVELOPMENT OF ACCESSORY DWELLING
UNITS IN THE CITY

SUMMARY: In an effort revitalize our community, at no additional cost to the City, and by assisting low and very low-income homeowners to improve their homes, the City is applying for the grant award of \$2,100,000 in CalHome Program funds under the owner-occupied home repair and ADU/JADU for low- or very low-income homeowners. If awarded, the City will make program funds available to eligible homeowners as deferred payment loans.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-116, authorizing the City Manager or designee, to apply for the California Department of Housing and Community Development CalHome Grant Program in the amount of \$2,100,000 to assist homeowners with home repairs and/or development of ADUs or JADUs, and if awarded, authorize the City Manager or designee to execute the standard agreement, subject to approval by the City Attorney.

FISCAL IMPACT: The City intends to apply for the CalHome Program for \$2,100,000 to fund the activities as described above. No other City resources, other than staff time, are

anticipated. Staff intends to use grant funding up to the amount awarded and does not anticipate the need for any additional City funds.

DISCUSSION: The California Department of Housing and Community Development has announced the availability of approximately \$57 million in State CalHome program funds from the Affordable Housing Bond Act Trust Fund of 2018 to fund Local Public Agencies or Nonprofit Corporations for eligible activities under the CalHome program.

In order to remain eligible to apply for CalHome funds, the City Council must approve the submission of the application prior to the application due date of October 29, 2020.

The purpose of CalHome is to support existing homeownership programs aimed at low and very low-income households, and moderate-income households which are impacted by disasters. The goal is to increase homeownership, to encourage neighborhood revitalization and sustainable development and maximize the use of existing housing stock.

The City will apply for the following activities:

- 1) Owner-Occupied Rehabilitation Assistance (including reconstruction and Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) for a grant award in the amount of \$1,000,000. Loans would help up to 20 homeowners with home repairs.
- 2) ADU/JADU Assistance (including construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) for the grant amount of \$1,100,000. Loans would help up to 15 homeowners with developing and construction of ADUs.

BACKGROUND:

During the years between 2015 - 2017, the City was previously awarded funding for First Time Home Buyer, Manufactured Mobile Home Repair and Owner-Occupied Rehabilitation Programs that totaled \$2.5 million in grant funding. Due to the lack of successful program implementation by 2017, the State required the City to return nearly \$2 million, and thereafter, became ineligible for future CalHome funding until the City completed the General Plan Housing Element update.

The current Notice of Funding Availability for the CalHome Program allows applicants to apply for funding to implement a First Time Home Buyer Program. The City intended to allocate the use of funds for a First Time Home Buyer Program, however, one of the qualifying criteria to apply for these State funds is to have a minimum of two years of experience managing a similar program within the last four years.

As of today, the City does not meet this minimum qualification due to the City falling out of compliance during the 2015-17 cycle, however, current staff worked to restore the City's good standing with the State by recently meeting the State's Regional Housing Needs Allocation. In addition, staff will seek an opportunity to partner with a non-profit organization with the required experience so the City can take advantage of future cycles of CalHome grant funding.

(Staff Report Prepared By: Angie Hernandez, Community Development Executive Assistant)

ATTACHMENTS:

[Attachment A - Resolution No. 20-116](#)

[Attachment B - Notice of Fund Availability](#)

ATTACHMENT A

RESOLUTION NO. 20-116

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING APPLICATION FOR CALHOME PROGRAM FUNDS,
EXECUTION OF RELATED DOCUMENTS AND CITY RECEIPT OF FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) dated August 31, 2020, the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of Health and Safety Code (the “statute”). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City Council of the City of South El Monte wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$2,100,000; and

WHEREAS, the City Council of the City of South El Monte seeks to submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on August 31, 2020.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and directs the City Manager or her designee to apply for and submit to HCD, the 2020 CalHome application seeking the amount of \$2,100,000 which will request funding allocation for the following activities:

- 1) Owner-Occupied Rehabilitation Assistance (including reconstruction and Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) in the amount of \$1,000,000; and
- 2) ADU/JADU Assistance (including construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs) in the amount of \$1,100,000 located in the City of South El Monte.

SECTION 2. In connection with the CalHome grant, if the application is approved by the HCD, the City Manager or her designee is authorized to enter into, execute, and deliver (subject to approval by the City Attorney) a State of California Agreement (Standard Agreement) for the amount of \$2,100,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the CalHome grant, the City’s obligations related thereto, and all amendments thereto (collectively, the “CalHome Grant Documents”).

SECTION 3. The City Manager or her designee is authorized to execute the City of South El Monte CalHome application, the CalHome Grant Documents, and any amendments thereto, on behalf of the City as required by the HCD for receipt of the CalHome Grant.

PASSED, APPROVED AND ADOPTED this 27th day of October, 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. 20-116 was passed and approved by the City Council of the City of South El Monte, at an adjourned meeting of said Council held on October 27, 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 FINANCIAL ASSISTANCE**

2020 W. El Camino Ave, Suite 670
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



August 31, 2020

MEMORANDUM FOR: POTENTIAL APPLICANTS

FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance

A handwritten signature in blue ink, appearing to read "Jennifer Seeger".

SUBJECT: CalHome Program
Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$57 million in state CalHome program funds from the Affordable Housing Bond Act Trust Fund of 2018 to fund Local Public Agencies or Nonprofit Corporations for eligible activities under the CalHome program.

The Department will rate applications in accordance with Guidelines Section 7755, subdivision (b). CalHome program funds will be allocated through a competitive process based on the merits of the application. The 2020 NOFA includes geographic targets of up to 45 percent of available funds for Southern California, up to 30 percent for Northern California and up to 15 percent for rural applications (see page 2, Table 1). Please also note to be eligible for funding under the 2020 NOFA, all outstanding reports due during the past two years under any previously awarded CalHome award, including CalHome Disaster funding awards, must be submitted to the HCD prior to the application due date. Current status of outstanding reports can be obtained by sending an inquire to CalHomereports@hcd.ca.gov.

The Department will hold one recorded live webinar to review the CalHome program 2020 Notice of Funding Availability (NOFA) and application. The recorded webinar will be posted on the CalHome program webpage. For the webinar date and time, please go to the Department's website at <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>. Please contact CalHome@hcd.ca.gov for registration.

Application materials must be submitted electronically through the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>. The application instructions and submittal portal will be available beginning September 8, 2020. The Department no longer requires a hardcopy submittal of the Application Workbooks or supplemental documentation.

Applicants must upload all application materials to the Department's website no later than 11:59 p.m. Pacific Standard Time on October 29, 2020.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. Applications that do not meet the filing deadline requirements will not be eligible for funding.

CalHome Program 2020 NOFA

August 31, 2020

Page 2

To receive information on the webinar and other updates, please subscribe to the CalHome listserv. [http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html].

If you have any questions, please contact Mauro Lara, CalHome Program Manager, at (916) 263-1168 or CalHome@hcd.ca.gov.

Attachment

CALHOME PROGRAM

2020 Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community
Development**

2020 W. El Camino Ave, Suite 500, Sacramento, CA 95833
Phone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>

Email address: CalHome@hcd.ca.gov

August 31, 2020

Table of Contents

I. Overview	1
A. Notice of Funding Availability.....	1
B. Program Summary and Authorizing Legislation.....	1
II. Program requirements	2
A. Eligible Applicants	2
B. Eligible activities	4
C. Compliance requirements.....	5
D. Funding amounts and limits.....	7
E. Eligible uses of funds.....	8
F. Eligibility and threshold evaluation criteria	11
G. Rating	11
III. State requirements	13
A. Climate adaptation.....	13
IV. Application procedures and deadline	13
A. Application packaging and submittal	13
B. Application webinar	14
C. Disclosure of application.....	14
V. Appeal and award process	14
A. Appeals.....	14
B. Awards.....	15
VI. Standard Agreements and release of funds	16
A. Standard Agreements.....	16
B. Release of funds.....	16
VII. Other terms and conditions.....	17
A. Right to modify or suspend	17
B. Conflicts.....	17
Appendix A – Rating Factors	22
Appendix B – Outstanding Past Due CalHOME Reports.....	26

CALHOME PROGRAM NOTICE OF FUNDING AVAILABILITY

I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce that it is accepting applications for funds from the CalHome program. The Department is making approximately \$57 million available to fund Local Public Agencies or Nonprofit Corporations for the following activities within the CalHome program:

- First-Time Homebuyer Mortgage Assistance (including the purchase of a home with an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU))
- Owner-Occupied Rehabilitation Assistance (including reconstruction and Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs)
- Technical Assistance for Self-Help Housing Projects
- Technical Assistance for Shared Housing Programs
- ADU/JADU Assistance (including construction, repair, reconstruction, or Rehabilitation of ADUs or JADUs)
- Homeownership Development Project Loans (including Predevelopment Costs and carrying costs during construction related to ADUs and JADUs)

The NOFA shall have geographic targets of up to 45 percent of available funds for Southern California, up to 30 percent for Northern California, and up to 15 percent for rural jurisdictions.

NOFA release	August 31, 2020
Application due date	October 29, 2020 by 11:59 P.M.
Award announcements	February 2021

B. Program Summary and Authorizing Legislation

This NOFA is subject to the requirements of the CalHome program as authorized by Chapter 6, commencing with § 50650) of Part 2 of Division 31 of the HSC (Statute). The purpose of CalHome is to support existing homeownership programs aimed at low and very low-income households, and moderate-income households which are impacted by disasters. The goal is to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize the use of existing housing stock.

Chapter 365, Statutes 2017 (SB 3), which was adopted by voters on November 6, 2018, as Proposition 1, provided funding for CalHome and authorized the Department to administer the program through Guidelines. These guidelines were explicitly exempt from the requirements of the Administrative Procedures Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code) and were adopted on November 27, 2019 (Guidelines).

This NOFA will be governed by the Guidelines, which are available on the Department's website at ([link](#)). Applications must be completed pursuant to the Guideline requirements.

II. Program requirements

The following is provided as a summary and is not to be considered a complete representation of the entirety of the eligibility, threshold, and other requirements or terms and conditions of the CalHome program. References should be made to all applicable statutes and Guidelines, which shall in all events control.

A. Eligible Applicants

Table 1 – Eligibility Requirements for Local Public Agencies and Nonprofit Corporations

	Local Public Agencies	Nonprofit Corporation
Geographic Eligibility	A Local Public Agency shall only be eligible to apply for an award of CalHome funds for a Local Program or project located within its jurisdictional boundaries. A Local Public Agency may hire nonprofit and for-profit consultants located and/or registered within or outside its jurisdictional boundaries, including other counties within the state. Out-of-county consultants shall meet the same requirements as in-county consultants. Local Public Agencies may establish a consortium (provided there is a Memorandum of Understanding between the parties) with a single administrator. One Local Public Agency shall apply on behalf of other entities in a consortium and may serve all jurisdictions. (Guidelines Section 7717, subd. (a)(1)).	A Nonprofit Corporation shall only be eligible to apply for an award of CalHome funds for a program or project if it has developed a project or operated a housing program in California within the past two years, or if the Nonprofit Corporation has an existing 523 Self-Help Technical Assistance Grant Agreement with the United States Department of Agriculture (Guidelines Section 7717, subd. (a)(2)).
Geographic Targets	To the extent the Department receives sufficient eligible applications, funds will be allocated based on the following targets: • up to 45 percent of funds to Southern California including Kern, San Luis Obispo, San Bernardino, and all other counties to the south. • up to 35 percent to Northern California (all other counties) • up to 15 percent to rural as defined in Guidelines Section 7716 subdivision bbb	

Mortgage Assistance Experience (threshold requirement for this activity)	Applicants or their Administrative Subcontractors shall have successfully administered a homebuyer program for a <u>minimum of two years within the four years</u> immediately preceding the application (Guidelines Section 7728).
Housing Rehabilitation Experience (threshold requirement for this activity)	Applicants or their Administrative Subcontractors shall have successfully administered a local Owner-Occupied Rehabilitation Program for a <u>minimum of two years within the four years</u> immediately preceding the application (Guidelines Section 7732).
Technical Assistance for Self-Help Housing Projects Experience (threshold requirement for this activity)	Applicants shall have successfully completed a <u>minimum of two Self-Help, new construction projects within the four years</u> immediately preceding the application (Guidelines Section 7736).
Technical Assistance for Shared Housing Program Experience (threshold requirement for this activity)	Applicants or their Administrative Subcontractors shall have successfully administered a Shared Housing program for renters or homeowners for a <u>minimum of two years</u> immediately preceding the application (Guidelines Section 7739).
Accessory Dwelling Units/Junior Accessory Dwelling Units Program Experience (threshold requirement for this activity)	Applicants or their Administrative Subcontractors shall have successfully administered a local Owner-Occupied Rehabilitation Program, new construction development involving multiple Homeownership units (including single-family subdivisions), or an ADU/JADU program for a <u>minimum of two years within the four years</u> immediately preceding the application (Guidelines Section 7742).
Homeownership Development Project Experience (threshold requirement for this activity)	Applicants shall have successfully developed a <u>minimum of two similar projects within the last four years</u> and the Applicant shall have staff that will be committed to the proposed project that possess the knowledge, skills, and ability to perform the tasks required in a Homeownership Development Project (Guidelines Section 7746).

Applicants (Guidelines Section 7716, subd. (h)) shall also demonstrate the following requirements, as applicable (Guidelines Section 7717, subd. (b)):

1. Local public agencies

- a. Sufficient organizational stability and capacity to administer the Local Programs and/or projects. This requirement may be satisfied through documents such as organizational charts, resumes, statements of qualifications, or other documentation, as specified in the application. If applicable, the Applicant shall also provide a Loan servicing plan.
- b. Sufficient organizational stability by demonstrating that the Applicant has operated as a housing developer or housing program administrator for a minimum of two years prior to the date of application. A Local Public Agency may subcontract with an Administrative Subcontractor to qualify toward the organizational stability and experience requirement.

2. Nonprofit corporations

- a. Sufficient organizational stability and capacity to administer the Local Programs and/or projects. This requirement may be satisfied through documents such as organizational charts, resumes, statements of qualifications, or other documentation, as specified in the application. If applicable, the Applicant shall also provide a Loan servicing plan.
- b. Sufficient organizational stability by demonstrating that the Applicant has operated as a housing developer or housing program administrator for a minimum of two years prior to the date of application.
- c. Proof that the Nonprofit Corporation is a corporation whose exempt purpose for the two years prior to the date of application included the activity for which it is applying.
- d. Proof that the Nonprofit Corporation is financially stable. Financial stability may be demonstrated through audited financial statements, or other documentation submitted with the application for funding.

Applicants that were previously awarded CalHome Grants shall submit all outstanding reports from the past two years to the Department by the application date. Failure to submit the reports by the application date will result in the Applicant being ineligible for a CalHome award under this NOFA (Guidelines Section 7717, subd. (c)). Applicants may email: CalHomeReports@hcd.ca.gov to obtain status on previous reports.

B. Eligible activities

The Department is making CalHome funds available as Grants to eligible Local Public Agencies and Nonprofit Corporations for the following activities:

1. **First-Time Homebuyer Mortgage Assistance** (including the purchase of homes with ADUs or JADUs) (commencing with Guidelines Section 7728) for Loans to Households at or below 80 percent of Area Median Income (AMI) (HSC § [50052.5, subd. \(b\)](#)).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7725, subd. (a)(1)).

Homebuyer Education (Guidelines Section, 7729 subd. (b)) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.

2. **Owner-Occupied Rehabilitation Assistance** (including repair, full reconstruction, or the addition of an ADU or JADU) (commencing with Guidelines Section 7732) for Loans to Households at or below 80 percent of AMI (in compliance with HSC § [50052.5, subd. \(b\)](#)).

Manufactured Housing is also eligible, including replacement of a Manufactured House, whether located in a Mobilehome Park or elsewhere (Guidelines Sections 7716, subd. (s)(3) and 7733, subd. (e)).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7725, subd. (a)(2)).

- 3. Technical Assistance for Self-Help Housing Projects** (commencing with Guidelines Section 7736) in which the Applicant organization will be directly providing the services required in Guidelines Section 7738.

Homebuyer Education (Guidelines Section 7729, subd. (b)) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.

- 4. Technical Assistance for Shared Housing Programs** (commencing with Guidelines Section 7739) to operators of Shared Housing Programs that will directly provide match services where the providers are homeowners who occupy their homes as their principal place of residence.
- 5. ADU/JADU Programs** (commencing with Guidelines Section 7742) for Loans for ADU/JADU construction, reconstruction, repair, or Rehabilitation to Households at or below 80 percent of AMI (in compliance with HSC § [50052.5, subd. \(b\)](#)).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7725, subd. (a)(3)).

- 6. Homeownership Development Project Loans** (Guidelines Section 7746) for conditional awards of development Loans to the Applicants to be used for land acquisition, Predevelopment Costs, and on-site improvements, including costs related to ADUs and JADUs (unit construction is not an eligible expense).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7749).

Note: Proposed projects are ineligible to receive CalHome funds if construction work has begun or will begin prior to the date the Department executes the Standard Agreement, as defined in Guidelines Section 7716, subd. (jjj) (Standard Agreement) with the Recipient and all conditions have been satisfied. Construction work includes grading, site preparation (with the exception of demolition or clearing properties), or site improvements intended for public dedication (Guideline Section 7718, subd. (c)).

C. Compliance requirements

Recipients funded pursuant to this NOFA shall meet the following requirements:

1. First-Time Homebuyer Mortgage Assistance

- a. Recipients shall comply with the Local Program administration requirements listed in Guidelines Section 7730.
- b. Recipients shall comply with the underwriting requirements listed in Guidelines Section 7731 and any other additional program requirements. Recipients may use the most recent median sales price, by county, posted at the California Association

of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>. However, if prices have significantly changed, Recipients may request the Department approval to use different limits based on a local calculation of median values (Guidelines Section 7731, subd. (b)).

2. Owner-Occupied Rehabilitation Assistance

- a. All assisted units shall have After-Rehabilitation Values (Guidelines Section 7716, subd. (f)) at or below the current local median sales price of a single-family home (Guidelines Section 7734, subd. (a)). Recipients may use the most recent median sales price, by county, posted at the California Association of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>. However, if prices have significantly changed, Recipients may request the Department approval to use different limits based on a local calculation of median values (Guidelines Section 7735, subd. (b)).
- b. Recipients shall comply with the Local Program administration requirements listed in Guidelines Section 7734.
- c. Recipients shall comply with the underwriting and construction requirements listed in Guidelines Section 7735 and any other additional program requirements.

3. Technical Assistance for Self-Help Housing Projects

- a. Recipients shall comply with the Technical Assistance requirements listed in Guidelines Section 7738 and any other additional program requirements.

4. Technical Assistance for Shared Housing Programs

- a. Recipients shall comply with the program administration requirements listed in Guidelines Section 7741.

5. ADU/JADU Assistance

- a. Recipients shall comply with the Local Program administration requirements listed in Guidelines Section 7744 and any other additional program requirements.
- b. Recipients shall comply with the underwriting and construction requirements listed in Guidelines Section 7745 and any other additional program requirements.

6. Homeownership Development Project Loans

- a. Recipients shall comply with the Site Control requirements listed in Guidelines Section 7748.
- b. Recipients shall comply with the development requirements listed in Guidelines Section 7752 and any other additional program requirements. Recipients may use the most recent median sales price, by county, posted at the California Association of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>. However, if prices have significantly changed, Recipients may request the Department approval to use different limits based on a local calculation of median values (Guidelines Section 7731, subd. (b)).

D. Funding amounts and limits

1. **Minimum and Maximum Application Amounts.** The minimum application amount for any single activity or program (except if the activity or program is Technical Assistance for Self-Help Housing Projects or Technical Assistance for Shared Housing Programs) is \$500,000. The minimum application amount for any single activity or program (if the activity/program is Technical Assistance for Self-Help Housing Projects or Technical Assistance for Shared Housing Programs) is \$100,000. If applying for more than one activity, the minimum application amount for those activities is \$600,000.

The maximum application amount for one or more activities is \$5 million. If applying only for Technical Assistance for Self-Help Housing Projects, the maximum application amount is \$500,000. If applying only for Technical Assistance for Shared Housing Programs, the maximum application amount is \$300,000.

2. **Minimum and maximum per-unit funding limits**

- a. **Grant Activities**

For the purposes of this NOFA, the minimum and maximum amount of funding to individual Borrowers will be:

First-Time Homebuyer Assistance, including for mortgage assistance provided as a part of a Homeownership Development Project Loan

The maximum Loan amount by an award recipient to an eligible Borrower will be 40 percent of the Borrower's purchase price for the property, up to a maximum of \$100,000. The minimum Loan to a Borrower will be not less than \$1,000.

Where an Applicant is applying to perform a Homeownership Development Project Loan with a self-help housing component, the Applicant may additionally apply for Technical Assistance of \$15,000 per-unit in addition to the Loan amount requested in the application for the Homeownership Development Project.

Owner-Occupied Rehabilitation Assistance

The maximum Loan amount by an award recipient to an eligible Borrower will be \$75,000, unless the home is in need of reconstruction. If the home is in need of reconstruction, the maximum Loan amount will be \$125,000. The minimum Loan to a Borrower will be not less than \$1,000.

ADU/JADU Assistance

The maximum Loan amount by an award recipient to an eligible Borrower for ADU/JADU construction will be \$100,000. The minimum Loan to a Borrower will be not less than \$1,000.

b. Loan Activities

Homeownership Development Project

The maximum per-unit Loan amount for Homeownership Development Project Loans will be \$100,000. As discussed above, if an Applicant is applying to fund Homeownership Development Project with a Self-Help Housing Project, the Applicant may additionally apply for Technical Assistance of \$15,000 per-unit on top of the application amount requested for Homeownership Development Project.

c. Funding limits for Technical Assistance

The minimum Technical Assistance Grant to a Recipient will be not less than \$1,000. For the purposes of this NOFA, the maximum CalHome Grant per-unit will be:

Technical Assistance for Self-Help Housing Projects

The maximum per-unit Grant amount will be \$15,000. All expenses shall be documented.

Technical Assistance for Shared Housing Programs

The maximum activity amount for Shared Housing Programs is established in Section (D)(1) of this NOFA.

E. Eligible uses of funds

- 1. Mortgage Assistance and Rehabilitation Loans to Eligible Households.** Funds provided to CalHome Recipients shall be used by individual Households (Guidelines Section 7720) at or below 80 percent of the AMI (HSC § [50052.5, subd. \(b\)](#)). AMI limits are updated annually and are available on the Department's [website](#).

- a. Financial assistance provided to qualified individual homeowners for Mortgage Assistance , shall be in the form of deferred payment Loans, repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the Loan maturity date, whichever occurs first (HSC § 50650.3, subd. (c)(1)). The Loan shall be up to a 30-year term (Guidelines Section 7726, subd. (c)(5-6)). The interest rate is set by the Recipient at up to 3 percent simple interest per annum (Guidelines Section 7726, subd. (d)). Borrowers (Guidelines Section 7716, subd. (k)) shall occupy units as their principal place of residence for the term of the Loan (Guidelines Section 7720, subd. (d)). If the Borrower will occupy an ADU or JADU, then residents of the primary unit shall not be considered as part of the household receiving CalHome funding. Loans shall also be made in a manner consistent with the purposes described in Section II. B., Eligible Activities, as well as with the CalHome Guidelines and applicable statutes.

Recipients shall comply with the Homeowner/Homebuyer Loan-to-Value Limits for Mortgage Assistance CalHome program Loans defined in Guidelines Section 7727.

2. Owner-Occupied Rehabilitation Loans to Eligible Households. Funds provided to CalHome Recipients shall be used by individual Households (Guidelines Section 7720) at or below 80 percent of the AMI (HSC § 50052.5, subd. (b)). AMI limits are updated annually and are available on the Department's [website](#).

- a. Financial assistance provided to qualified individual homeowners for Owner-Occupied Rehabilitation shall be in the form of deferred payment loans, repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the loan maturity date, whichever occurs first (HSC § 50650.3(c)(1)). The Loan shall be up to a 30-year term (Guidelines Section 7726, subd. (c)(5-6)). The interest rate is set by the Recipient up to 3 percent simple interest per annum (Guidelines Section 7726, subd. (d)). Borrowers must occupy units as their principal place of residence for the term of the loan (Guidelines Sections 7716, subd. (k) and 7720, subd. (c)). If the Borrower will occupy an ADU or JADU, then residents of the primary unit shall not be considered as part of the household receiving CalHome funding (Guidelines Section 7720).
- b. Recipients shall comply with the Homeowner/Homebuyer loan-to-value limits for Owner-Occupied Rehabilitation CalHome program loans defined in Guidelines Section 7727.
- c. Financial assistance provided to individual households to rehabilitate, repair, or replace Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable loan, which must also be made in a manner consistent with the Regulations and Statutes. The loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower.
- d. Financial assistance provided to individual Households to rehabilitate, repair, or replace Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable loan, which shall also be made in a manner consistent with the Guidelines and applicable Statutes (HSC § 50650.3, subd. (c) and Guidelines Section 7733 subd. (e)).

Note: The Loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower (HSC § 50650.3, subd. (c)).

Pursuant to HSC § 50650.3(c)), not more than 10 percent of the funds available in a given fiscal year shall be used for financial assistance in the form of secured forgivable loans.

3. ADU/JADUs. Funds in support of an ADU/JADU Program shall be used for:

- a. Construction, reconstruction, repair, conversion, or rehabilitation
- b. Structural modifications to the existing home necessary to accommodate an ADU or a JADU
- c. Building permits and other related government fees, including all fees necessary to build and occupy the ADU/JADU

- d. Consulting services which are directly related to construction, such as appraisal, architectural, or engineering services
- e. Non-recurring loan costs
- f. CalHome activity delivery fees

- 4. **Technical Assistance for Self-Help Housing Projects.** Recipients shall comply with the eligible costs for Self-Help Technical Assistance defined in Guidelines Section 7737.
- 5. **Technical Assistance for Shared Housing.** Recipients shall comply with the eligible costs for Shared Housing Technical Assistance defined in Guidelines Section 7740.
- 6. **Homeownership Development Project Loans.** Homeownership Development Project Loans will be funded pursuant to the development Loan terms specified in Guidelines Section 7750. The portion of a development Loan, which is used to provide Mortgage Assistance to qualified First-Time Homebuyers, is converted to a Grant. Recipients shall comply with the development Loan-to-Value Limits defined in Guidelines Section 7751.

Homeownership Development Projects must have a minimum of five units (Guidelines Section 7753).

Note: Projects are only eligible if construction work has not begun prior to the date that the Department awards a commitment of program funds. Construction work includes: (1) site improvements intended for public dedication, (2) site preparation, or (3) grading (Guidelines Section 7718, subd. (c)).

7. Activity Delivery Fees

Mortgage Assistance Loans. The Department may provide funding to cover Activity Delivery Fees (ADFs) of up to 10 percent of the total award. Up to 5 percent of the total award may be provided within 90 days after the execution of the Standard Agreement for program development expenses, and up to 5 percent of the total award may be reimbursed on a per-Loan basis. The per-Loan reimbursement maximum will be 5 percent of the total award divided by the estimated number of Loans to be made under the contract.

Owner-Occupied Rehabilitation Loans. The Department may provide funding to cover ADFs of up to 20 percent of the total award. Up to 10 percent of the total award may be provided within 90 days after the execution of the Standard Agreement for program development expenses, and up to 10 percent of the total award may be reimbursed on a per-Loan basis. The per-Loan reimbursement maximum will be 10 percent of the total award divided by the estimated number of Loans to be made under the contract.

ADU/JADU Loans. The Department may provide funding to cover ADFs of up to 20 percent of the total award. Up to 10 percent of the total award may be provided within 90 days after the execution of the Standard Agreement for program development expenses, and up to 10 percent of the total award may be reimbursed on a per-Loan

basis. The per-Loan reimbursement maximum will be 10 percent of the total award divided by the estimated number of Loans to be made under the contract.

Applicants need to provide documentation verifying their Activity Delivery expenses. This requirement may be satisfied through documents such as invoices, receipts, time tracking, or other documentation of valid program expenses.

F. Eligibility and threshold evaluation criteria

Applications will not be considered for funding unless the application is received by the deadline as stated in this NOFA, and demonstrates compliance with all CalHome program statutes and Guidelines, including the following conditions:

- a. The Applicant meets geographic restrictions per CalHome Guidelines (Guidelines Section 7717 subd. (a))
- b. The Applicant is an eligible Local Public Agency or Nonprofit Corporation (Guidelines Section 7717)
- c. The Applicant has complied with reporting requirements (Guidelines Section 7717, subd. (c))
- d. The activity is eligible (Guidelines Section 7718)
- e. The proposed use of funds is eligible (Guidelines Section 7719)
- f. The Applicant meets the eligibility requirements for the activity or activities for which they are applying:
 - i. First-Time Homebuyer Mortgage Assistance (Guidelines Section 7728)
 - ii. Owner-Occupied Rehabilitation Assistance (Guidelines Section 7732)
 - iii. Technical Assistance for Self-Help Housing Projects (Guidelines Section 7736)
 - iv. Technical Assistance for Shared Housing Programs (Guidelines Section 7739)
 - v. ADU/JADU Assistance (Guidelines Section 7742)
 - vi. Homeownership Development Project Loans (Guidelines Section 7746)
- g. The application is complete (Guidelines Section 7754)
- h. The application shall be on the Department forms and cannot be altered or modified by the Applicant
- i. The application is signed by the party authorized in a complete and proper resolution (Guidelines Section 7754)
- j. The Applicant does not have any unresolved audit findings for prior the Department or federally funded housing or community development projects or programs (Guidelines Section 7755)
- k. The Applicant has no pending lawsuits that would impede the implementation of the program (Guidelines Section 7755)

G. Rating

Evaluation criteria. All eligible Applicants that have met eligibility and threshold requirements shall receive a minimum score of 55 points to be considered for funding (Guidelines Section 7755, subd. (b)). All applications passing eligibility and threshold criteria will be evaluated on the following factors (Table 2). If there are more eligible Applicants than can be funded, the Department will award funding by descending order

of points. For more detail on each of the rating factors, please see Appendix A and Guidelines Section 7755, subd. (b).

§Table 2 – Evaluation Criteria

Evaluation Criteria	Maximum Points
Capability	40
Community Need	15
Feasibility	25
Community Revitalization	10
Volunteer Labor, Self-Help Labor or Youth Construction Skills Training Program	10
Total	100

Applicants may apply to fund up to two programs (First-Time Homebuyer Mortgage Assistance Program, Owner-Occupied Rehabilitation Program, Shared Housing Program, and/or ADU/JADU Program) in a single application. Each program will be scored separately; therefore, an Applicant applying to fund two programs will have two separate scores. The two scores will be averaged into one score. Applicants may apply to fund a Homeownership Development Project with or without a Self-Help Housing Project. If the Homeownership Development Project proposes to do a Self-Help Housing Project, the Applicant may additionally apply for Technical Assistance funding. Applicants cannot apply to fund both a program and a project (Guidelines Section 7753, subd (a)) in a single application. However, Applicants may submit separate applications for Programs and projects. In addition, Applicants may submit separate applications to apply for multiple projects.

Applicants cannot apply for more than the maximum application amount of \$5 million across all applications submitted per a CalHome funding round. Applicants can only apply for one assisted county per application. Applicants may serve as Administrative Subcontractors for localities. However, Applicants cannot serve as Administrative Subcontractors in the areas where they are awarded CalHome funds to develop a CalHome Program or a project. Applicants are required to provide Service Area Maps with their Applications.

- 1. Performance penalty.** Applicants that have previously received a CalHome Grant will be reviewed for performance (Guidelines Section 7755, subd. (c)).

Failure to have expended at least 95 percent of the most recently awarded Grant by the 36th month of the prior CalHome contract (with the exception of funds awarded under the April 11, 2018 CalHome Disaster NOFA and May 3, 2019 CalHome Disaster NOFA) may result in a five point penalty deduction from the score of the application (Guidelines Section 7759, subd. (a)(1)(B)).

An Applicant with any project currently in the Department's compliance resolution unit shall not be eligible to apply (Guidelines Section 7717, subd. (b)(1)).

III. State requirements

A. Climate adaptation

[Executive Order B-30-15](#) addressing the need for climate adaptation ordered that:

1. All state agencies with jurisdiction over sources of greenhouse gas emissions shall implement measures, pursuant to statutory authority, to achieve reductions of greenhouse gas emissions to meet the 2030 and 2050 greenhouse gas emissions reductions targets.
2. State agencies shall take climate change into account in their planning and investment decisions and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives.

In response to the Governor's Executive Order, the Department strongly encourages CalHome Recipients to implement CalHome funded activities in a manner that reduces greenhouse gas emissions and adapts to climate change.

For additional information and guidance, please contact Nuin Tara-Key with the Governor's Office of Planning and Research at Nuin-Tara.Key@opr.ca.gov.

IV. Application procedures and deadline

A. Application packaging and submittal

The application form is available on the Department's website under the CalHome program, <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>.

Application materials must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grantsfunding/active-funding/lhtf.shtml>. The application instructions and submittal portal will be available beginning August 31, 2020. The Department no longer requires a hardcopy submittal of the Application Workbooks or supplemental documentation.

Applicants must upload all application materials to the Department's website no later than 11:59 p.m. Pacific Standard Time on October 29, 2020.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. Applications that do not meet the filing deadline will not be eligible for funding.

B. Application webinar

The Department will hold a live, recorded webinar to review the CalHome NOFA and application. The recorded webinar will be posted on the CalHome program webpage. For the webinar date and time, please go to the Department's website at <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>. Please contact CalHome@hcd.ca.gov for webinar registration.

C. Disclosure of application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473, Statutes of 1968). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

V. Appeal and award process

A. Appeals

Pursuant to Guidelines Section 7755, subd. (d), Applicants will be subject to the appeal process as detailed in this NOFA:

1. Basis of appeals

- a. Upon being noticed in writing that its application is incomplete, fails threshold requirements, or has a reduced preliminary point score, applicants may appeal these decisions pursuant to Section V of this NOFA. Upon receipt of the Department's notice that an application has been determined to be incomplete, fail threshold, or have a reduction to the preliminary point score, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.
- b. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
- c. Prior program NOFAs: The appeal process provided herein applies solely to the Department decisions made in this NOFA and does not apply to any decisions made respecting any previously issued NOFAs or decisions to be made respecting future NOFAs.

2. Appeal process and deadlines

- a. Process: In order to lodge an appeal, Applicants shall submit to the Department, by the deadline set forth in subsection (b) below, a written appeal that states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant shall provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the

appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Department either via email at CalHome@hcd.ca.gov or at the following address:

California Department of Housing and Community Development
Attn: Division of Financial Assistance
Program Design and Implementation Section
2020 W. El Camino Ave, Suite 500
Sacramento, California 95833

The Department will accept appeals through a carrier service that provides date stamp verification of delivery such as the U.S. Postal Service, UPS, and FedEx. Deliveries shall be received during the Department weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Emails to the email address listed above will be accepted as long as the email time stamp is prior to the appeal deadline.

- b. Filing Deadline: Appeals shall be received by the Department no later than five (5) business days from the date of the Department's eligibility, threshold review, or determination letters, representing the Department's decision made in response to the application.

3. Decision

Any request to amend the Department's decision shall be reviewed for compliance with the Statute, the Guidelines, the August 31, 2020, CalHome program NOFA, and any subsequent clarifying documents, each of which as may have been amended from time to time. It is the Department's intent to render its decision in writing within 15 business days of receipt of the Applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

4. Effectiveness

In the event that the statute, regulations, or Guidelines governing this program contain an existing process for appealing the Department decisions with respect to NOFA awards made under such programs, then this section shall be inapplicable, and all appeals shall be governed by such existing authority.

B. Awards

Awards made by the Department shall not be deemed final until such time as the Department has resolved any appeals filed by Applicants pursuant to the appeal process provided for in Section V. A. hereof. At such time as the Department has completed the appeal process and made its determinations, it will issue the final awards and post notification thereof on the Department's website.

VI. Standard Agreements and release of funds

A. Standard Agreements

Recipient(s) will enter into a Standard Agreement with the Department. The Standard Agreement will contain relevant state contracting and program requirements, specific information about the award, the work to be performed, a project/program timeline, and any special conditions required to make the project feasible (Guidelines Sections 7752, subd. (a)(4) and 7756, subd. (a)(12)).

The Recipient(s) shall remain a party to the Standard Agreement for the agreement's entire term.

The Standard Agreement allows a maximum of 36-months from the date of the award letter to expend funds (Guidelines Section 7759, subd. (a)(1)). The Department may exercise its reasonable discretion to disencumber funds or to grant an extension of time for completion (Guidelines Section 7759, subd. (d)). Any extensions are subject to any and all applicable encumbrances, deadlines, and limitations, including, but not limited to, HSC § 54006, subd. (g). Documentation to support the Recipient's expenditure of funds shall be received prior to the contract expiration date. The Standard Agreement expires at the end of 42 months from the award letter date, unless extended. Recipients remain subject to the terms of the 20-year Monitoring Agreement (Guidelines Section 7756, subd. (b)).

B. Release of funds

Funds shall not be obligated to a Borrower prior to the date a Standard Agreement contract is fully executed between the Recipient and the Department. Funds will be released after the Standard Agreement execution, and after the Department has reviewed and approved the following Recipient submissions (Guidelines Section 7756, subd. (a)(5)):

- a. Loan servicing plan (Guidelines Section 7723, subd. (a))
- b. Program guidelines
- c. Loan document templates
- d. Reuse Agreement with verification of established Reuse Account (Guidelines Section 7724)
- e. Fully executed 20-year Monitoring Agreement (Guidelines Section 7756, subd. (b))
- f. If a Recipient contracts with a third party for the above functions, the Recipient shall submit the original contract and any amendments for the Department review

Funds may be requested as either a reimbursement or as an advance. Pursuant to Guidelines Section 7757, subd. (a), advances may include, but are not limited to, any of the following:

- a. Homeownership Development Project Loan disbursements
- b. Advances of up to 25 percent of the award for Self-Help and Shared Housing Technical Assistance
- c. Advances for Owner-Occupied Rehabilitation or ADU/JADU Programs up to the Recipient's anticipated volume of closed Loans for the following 60-day period
- d. Advances to escrow for Mortgage Assistance Loans

All Recipients shall reconcile advances within 90 days. Documentation showing at least two-thirds of the funds previously released for program activities were expended shall be submitted to the Department before another advance request will be processed. Recipients shall also consistently complete quarterly performance reports and be up to date on their submissions before another advance request will be processed (Guidelines Section 7758, subd. (a)).

VII. Other terms and conditions

A. Right to modify or suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this supplement at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties via listserv and will post the revisions to the CalHome website. Subscription to the CalHome listserv is available at https://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

B. Conflicts

In the event of any conflict between the terms of this supplement and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand any and all applicable state and federal laws, regulations, and Guidelines pertaining to CalHome. By applying under this NOFA, Applicants acknowledge and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

APPENDIX A

RATING FACTORS

The list below is a summary. For more specific information, please refer to Guidelines Section 7755, subd. (b).

Criteria Defined	Maximum Points
Capability to operate the proposed program, administer and conduct the Self-Help Technical Assistance Project, or develop the type of Homeownership Project proposed in the application: • Number of Mortgage Assistance units assisted within the last four years: ▪ 2 – 5 ~ 20 points ▪ 6 – 10 ~ 30 points ▪ 11 or more ~ 40 points • Number of Rehabilitation/Reconstructed units assisted within the last four years: ▪ 2 – 5 ~ 20 points ▪ 6 – 10 ~ 30 points ▪ 11 or more ~ 40 points • Number of Self-Help, new construction units within the last four years: ▪ 2 – 10 ~ 20 points ▪ 11 – 20 ~ 30 points ▪ 21 or more ~ 40 points • Number of Shared Housing units assisted within the last two years: ▪ 2 ~ 20 points ▪ 3 – 4 ~ 30 points ▪ 5 or more ~ 40 points • Number of ADU/JADU or Rehabilitation/Reconstructed units assisted within the last four years: ▪ 2 – 5 ~ 20 points ▪ 6 – 10 ~ 30 points ▪ 11 or more ~ 40 points • Number of Homeownership Development Projects within the last four years: ▪ 2 ~ 20 points ▪ 3 – 4 ~ 30 points ▪ 5 or more ~ 40 points	40

Community Need in a geographic area for the proposed Local Program or project will be based on the following factors: For Mortgage Assistance Programs, Technical Assistance for Self-Help Housing Projects, Technical Assistance for Shared Housing Programs, ADU/JADU Programs, and Homeownership Development Project Loans: • Housing affordability in the geographic area: The ratio of the current median sales price of a single-family home to the AMI for a 4-person Household, in the county in which the CalHome program or project is located. The current median sales price is the most recent available from the California Association of Realtors as of the NOFA date, and the AMI is updated on an annual basis by the Department; • Percent of renter Households that are Low Income: The percent of Households in renter-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD Comprehensive Housing Affordability Strategy U.S. Census Bureau American Community Survey (HUD CHAS) data; • Percent of renter Households occupying overcrowded housing: The percent of renter-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data; and • Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data. For Rehabilitation Programs: • Age of the housing stock: The percent of owner-occupied housing units over 30 years old, as reported in the most recent U.S. Census Bureau American Community Survey (ACS) data; • Percent of homeowner Households that are in poverty: The percent of families in owner-occupied housing with incomes below the federal poverty line, as reported in the most recent ACS data; • Percent of homeowner Households that are Low Income: The percent of Households in owner-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD CHAS data; and • Percent of homeowner Households occupying overcrowded housing: The percent of owner-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data.	15
Feasibility in a geographic area for the proposed Local Program or project will be based on the following factors: For Mortgage Assistance Programs: • Affordability of Homeownership relative to renting: The ratio of median Monthly Housing Costs for owner-occupied housing units with a Mortgage, to median Monthly Housing Costs for renter-occupied housing units, as reported in the most recent ACS data;	25

- Availability of homes for sale relative to the proposed lending activity: The ratio of the following:
 - The number of home sales in the previous year priced below *either* the current median sales price of a single-family home in the county in which the CalHome program is located, *or* \$500,000, whichever is less;
 - The number of Loans that the Applicant expects to provide in the program.
 - The Applicant will provide home sales information based on publicly available real estate transactions data (e.g., Zillow.com, Redfin.com).

For Owner-Occupied Rehabilitation Programs and ADU Programs:

- Age of the housing stock: The percent of owner-occupied housing units over 30 years old, as reported in the most recent ACS data; and
- Percent of homeowner Households occupying overcrowded housing: The percent of owner-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data.

For Technical Assistance for Shared Housing Programs:

- Incidence of severe cost burden for low-income renters: The percent of Households in renter-occupied housing units spending 50 percent or more of income on housing expenses, as reported in the most recent HUD CHAS data; and
- Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data.

For Technical Assistance for Self-Help Housing Programs and Homeownership Development Project Loans:

- The readiness of the project development to proceed as evidenced by the status of local government approvals, project financing commitments, and resolution to impediments to development;
- Evidence of ability to serve Low- and Very Low-Income Households pursuant to the Mortgage Assistance underwriting requirements stated in Section 7731, as evidenced by the development budget and proposed unit sales prices; and
- Affordability of Homeownership relative to renting: The ratio of median Monthly Housing Costs for owner-occupied housing units with a Mortgage, to median Monthly Housing Costs for renter-occupied housing units, as reported in the most recent ACS data.
- Availability of homes for sale relative to the proposed lending activity: The ratio of the following:
 - The number of home sales in the previous year priced below *either* the current median sales price of a single-family home in the county in which the CalHome program is located, *or* \$500,000, whichever is less; to

○ The number of Loans that the Applicant expects to provide in the program. ○ The Applicant will provide home sales information based on publicly available real estate transactions data (e.g., Zillow.com, Redfin.com).	
Contributes to Community Revitalization as defined in Section 7716(l), or meets a legislatively mandated priority for funds allocated to the CalHome program, or develops a Rehabilitation Program that addresses climate adaptation or resiliency consistent with the Hazard Mitigation Plan or the Safety Element of the General Plan adopted by the jurisdiction in which the program will be offered.	10
Volunteer Labor, Self-Help Labor or Youth Construction Skills Training Program: Applicants applying for Homeownership Development Project, Self-Help Technical Assistance Homeownership Projects, or a Mortgage Assistance Local Program for new construction housing or acquisition with substantial Rehabilitation, when the Recipient is acquiring and substantially rehabilitating properties for sale to first-time homebuyers, will receive up to 10 points to the extent that: • The Applicant utilizes Volunteer Labor or Self-Help Construction labor, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided; or • The Applicant utilizes labor provided by youth participating in a construction skills training program, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided. The five hundred (500) hours of construction training labor shall be provided by the 16- to 24-year old program participants; • 15 percent of units to be developed include an ADU or a JADU. • Homeownership development projects are located in a High Resource or Highest Resource area, as identified on the TCAC/the Department Opportunity Area Map.	10
MAXIMUM TOTAL POINTS	100

For the Applicants who already received CalHome funds, up to 5 points may be deducted for failure to meet CalHome Program Performance Goals pursuant to Section 7759 in the Guidelines.

APPENDIX B

Outstanding Past Due CalHome Reports

CALHOME & BEGIN ANNUAL REUSE ACCOUNT REPORTS DUE

Program	Contract Number	Contract Name	Project Name	FY
CALHOME	12-CALHOME-8703	Alameda County Community Development Agency	Alameda County Community Development Agency	2019
CALHOME	12-CALHOME-8703	Alameda County Community Development Agency	Alameda County Community Development Agency	2018
CALHOME	06-CALHOME-0230	Anaheim Housing Authority	Anaheim Housing Authority	2019
CALHOME	08-CALHOME-4962	Anaheim Housing Authority	Anaheim Housing Authority	2019
CALHOME	11-CALHOME-8191	Anaheim Housing Authority	Anaheim Housing Authority	2019
CALHOME	10-CALHOME-6654	Burbank Housing Development Corporation	Catalina Homes, Phase I	2018
CALHOME	01-CALHOME-0107	Cabrillo Economic Development Corporation	Cabrillo Economic Development Corporation	2018
CALHOME	03-CALHOME-0041	Cabrillo Economic Development Corporation	Cabrillo Economic Development Corporation	2019
CALHOME	03-CALHOME-0041	Cabrillo Economic Development Corporation	Cabrillo Economic Development Corporation	2018
CALHOME	03-CALHOME-0071	California City Redevelopment Agency	California City Redevelopment Agency	2019
CALHOME	03-CALHOME-0071	California City Redevelopment Agency	California City Redevelopment Agency	2018
CALHOME	03-CALHOME-0055	City and County of San Francisco, Recreation and Park Department	City and County of San Francisco	2019
BEGIN	03-BEGIN-0003	City of Anaheim	The Boulevard	2019
BEGIN	03-BEGIN-0009	City of Anaheim	Presidential Tract	2019
BEGIN	03-BEGIN-0010	City of Anaheim	Cantada Square	2019
BEGIN	05-BEGIN-0059	City of Anaheim	The Boulevard	2019
BEGIN	06-BEGIN-0072	City of Anaheim	Olive Street	2019
BEGIN	08-BEGIN-5203	City of Anaheim	Harbor Lofts on the Promenade Dev. Project	2019
BEGIN	08-BEGIN-5203	City of Anaheim	Harbor Lofts on the Promenade Dev. Project	2018
BEGIN	08-BEGIN-5462	City of Anaheim	Colony Park (Phase II)	2019
BEGIN	08-BEGIN-5462	City of Anaheim	Colony Park (Phase II)	2018
BEGIN	10-BEGIN-6619	City of Anaheim	Kwikset - Laing Condominiums	2019
BEGIN	10-BEGIN-6620	City of Anaheim	Colony Park Phase 3	2019
BEGIN	10-BEGIN-6623	City of Anaheim	Anaheim Packing House	2019
BEGIN	11-BEGIN-7895	City of Anaheim	Colony Park Phase 4	2019
CALHOME	03-CALHOME-0053	City of Baldwin Park	City of Baldwin Park	2019
CALHOME	03-CALHOME-0053	City of Baldwin Park	City of Baldwin Park	2018
CALHOME	03-CALHOME-0021	City of Barstow	City of Barstow	2019
CALHOME	03-CALHOME-0021	City of Barstow	City of Barstow	2018
CALHOME	04-CALHOME-0115	City of Bell	City of Bell	2019
CALHOME	04-CALHOME-0115	City of Bell	City of Bell	2018
CALHOME	06-CALHOME-0206	City of Calexico	City of Calexico	2018
CALHOME	09-CALHOME-6523	City of Calexico	City of Calexico	2018
CALHOME	00-CALHOME-0053	City of Coachella	City of Coachella	2019
BEGIN	03-BEGIN-0011	City of Concord	Willow Walk	2019
BEGIN	03-BEGIN-0012	City of Concord	Sycamore Grove	2019
BEGIN	04-BEGIN-0036	City of Corcoran	Dewey Estates	2019
CALHOME	00-CALHOME-0067	City of Cudahy	City of Cudahy	2019
CALHOME	00-CALHOME-0067	City of Cudahy	City of Cudahy	2018
CALHOME	03-CALHOME-0070	City of Davis	City of Davis CalHome	2019
CALHOME	03-CALHOME-0070	City of Davis	City of Davis CalHome	2018
CALHOME	03-CALHOME-0065	City of Emeryville	City of Emeryville	2019
CALHOME	08-CALHOME-4934	City of Emeryville	City of Emeryville	2019
CALHOME	06-CALHOME-0198	City of Eureka	City of Eureka	2019
BEGIN	03-BEGIN-0015	City of Exeter	Maple Place	2019
BEGIN	04-BEGIN-0038	City of Fairfield	Providence Walk II	2018
CALHOME	00-CALHOME-0039	City of Fairfield	City of Fairfield	2018
CALHOME	06-CALHOME-0197	City of Fairfield	City of Fairfield	2018
CALHOME	06-CALHOME-0262	City of Gardena	City of Gardena	2019
CALHOME	06-CALHOME-0262	City of Gardena	City of Gardena	2018
BEGIN	08-BEGIN-5322	City of Glendale	Doran Gardens	2019
BEGIN	08-BEGIN-5322	City of Glendale	Doran Gardens	2018
CALHOME	12-CALHOME-8701	City of Gridley	City of Gridley	2019
CALHOME	12-CALHOME-8701	City of Gridley	City of Gridley	2018
BEGIN	03-BEGIN-0017	City of Hercules	Refugio Neighborhood Baywood Development	2019
CALHOME	00-CALHOME-0043	City of Hughson	City of Hughson	2019
CALHOME	00-CALHOME-0043	City of Hughson	City of Hughson	2018
BEGIN	05-BEGIN-0060	City of Huron	Huron Park Estates	2019
BEGIN	05-BEGIN-0060	City of Huron	Huron Park Estates	2018
CALHOME	06-CALHOME-0227	City of Huron	City of Huron	2019
CALHOME	06-CALHOME-0227	City of Huron	City of Huron	2018
CALHOME	08-CALHOME-4911	City of Huron	City of Huron	2019
CALHOME	08-CALHOME-4911	City of Huron	City of Huron	2018

CALHOME & BEGIN ANNUAL REUSE ACCOUNT REPORTS DUE

Program	Contract Number	Contract Name	Project Name	FY
CALHOME	03-CALHOME-0019	City of Lancaster	City of Lancaster	2019
BEGIN	05-BEGIN-0050	City of Los Angeles - Housing Department	Townhome Ownership Program	2019
BEGIN	09-BEGIN-6551	City of Los Angeles - Housing Department	Scattered Sites	2019
BEGIN	10-BEGIN-6621	City of Los Angeles - Housing Department	Alta Lofts	2019
CALHOME	10-CALHOME-6683	City of Lynwood	Lynwood Redevelopment Agency	2019
CALHOME	00-CALHOME-0052	City of Oakdale	City of Oakdale	2019
BEGIN	04-BEGIN-0037	City of Oakley	Norcross Lane	2018
BEGIN	07-BEGIN-0085	City of Palmdale	Palmdale Transit Village	2018
CALHOME	03-CALHOME-0050	City of Pasadena	City of Pasadena	2019
CALHOME	03-CALHOME-0050	City of Pasadena	City of Pasadena	2018
CALHOME	04-CALHOME-0073	City of Pico Rivera	City of Pico Rivera	2019
CALHOME	10-CALHOME-6678	City of Pico Rivera	City of Pico Rivera	2019
CALHOME	06-CALHOME-0179	City of Port Hueneme	City of Port Hueneme	2019
CALHOME	04-CALHOME-0079	City of Santa Paula	City of Santa Paula	2019
CALHOME	04-CALHOME-0079	City of Santa Paula	City of Santa Paula	2018
BEGIN	08-BEGIN-5073	City of Sebastopol	Hollyhock Mutual Self-Help Homes	2019
BEGIN	08-BEGIN-5326	City of Sebastopol	Daybreak at the Sequoia Village	2019
BEGIN	07-BEGIN-0089	City of Wasco	The Roses of Barcelona	2018
CALHOME	00-CALHOME-0060	City of Wasco	City of Wasco	2018
CALHOME	03-CALHOME-0029	City of Wasco	City of Wasco	2018
CALHOME	04-CALHOME-0088	City of Wasco	City of Wasco	2018
CALHOME	05-CALHOME-0136	City of Wasco	City of Wasco	2018
CALHOME	06-CALHOME-0250	City of Wasco	City of Wasco	2018
CALHOME	00-CALHOME-0078	City of West Sacramento	City of West Sacramento	2019
CALHOME	03-CALHOME-0037	City of West Sacramento	City of West Sacramento	2019
CALHOME	00-CALHOME-0092	Community Housing Opportunities Corporation	Community Housing Opportunities Corporation	2019
CALHOME	00-CALHOME-0092	Community Housing Opportunities Corporation	Community Housing Opportunities Corporation	2018
CALHOME	08-CALHOME-4892	County of Alameda	Alameda County	2019
CALHOME	08-CALHOME-4892	County of Alameda	Alameda County	2018
CALHOME	00-CALHOME-0047	County of Mendocino	County of Mendocino	2019
CALHOME	00-CALHOME-0047	County of Mendocino	County of Mendocino	2018
CALHOME	06-CALHOME-0187	County of San Diego Housing and Community Development Services	County of San Diego Housing and Community Development	2019
CALHOME	11-CALHOME-8215	County of San Diego Housing and Community Development Services	County of San Diego Housing and Community Development	2019
CALHOME	08-CALHOME-4938	County of Santa Clara	County of Santa Clara	2019
CALHOME	08-CALHOME-4938	County of Santa Clara	County of Santa Clara	2018
BEGIN	04-BEGIN-0024	County of Sonoma	Meadowlark Homes	2019
CALHOME	06-CALHOME-0208	County of Trinity	County of Trinity	2019
CALHOME	06-CALHOME-0208	County of Trinity	County of Trinity	2018
CALHOME	10-CALHOME-6660	Habitat for Humanity for San Luis Obispo County	Habitat for Humanity for San Luis Obispo County	2019
CALHOME	08-CALHOME-5900	Habitat for Humanity of San Joaquin County, Inc.	Little Johns Creek South	2019
CALHOME	08-CALHOME-5905	Habitat for Humanity of Sonoma County	Scattered Sites	2019
CALHOME	11-CALHOME-8353	Habitat for Humanity of Tulare County, Inc.	Habitat for Humanity Tulare County	2019
CALHOME	03-CALHOME-0056	Habitat for Humanity of Ventura County, Incorporated	Habitat for Humanity of Ventura	2019
CALHOME	00-CALHOME-0034	Inglewood Neighborhood Housing Services	Inglewood Neighborhood Housing Services 2000	2019
CALHOME	00-CALHOME-0034	Inglewood Neighborhood Housing Services	Inglewood Neighborhood Housing Services 2000	2018
CALHOME	03-CALHOME-0036	Inglewood Neighborhood Housing Services	Inglewood Neighborhood Housing Services	2019
CALHOME	03-CALHOME-0036	Inglewood Neighborhood Housing Services	Inglewood Neighborhood Housing Services	2018
CALHOME	04-CALHOME-0086	Los Angeles Neighborhood Housing Services, Inc.	Los Angeles Neighborhood Housing Services, Inc.	2019
CALHOME	14-CALHOME-9833	Mammoth Lakes Housing, Inc.	Mammoth Lakes Housing, Inc.	2019
CALHOME	01-CALHOME-0106	Mercy Housing California	Surreal Estates	2019
CALHOME	01-CALHOME-0106	Mercy Housing California	Surreal Estates	2018
CALHOME	04-CALHOME-0114	Mercy Housing California	Mercy Housing California	2019
CALHOME	04-CALHOME-0114	Mercy Housing California	Mercy Housing California	2018
CALHOME	05-CALHOME-0171	Mercy Housing California	Mercy Housing California	2019
CALHOME	05-CALHOME-0171	Mercy Housing California	Mercy Housing California	2018
CALHOME	12-CALHOME-8704	Montebello Housing Development Corporation	Montebello Housing Development Corporation	2019
CALHOME	04-CALHOME-0075	Nevada County Habitat for Humanity	Nevada County Habitat for Humanity	2019
CALHOME	00-CALHOME-0066	Pasadena Community Development Commission	Pasadena Community Development Commission	2019
CALHOME	00-CALHOME-0088	Redwood Community Action Agency	Redwood Community Action Agency	2019
CALHOME	03-CALHOME-0034	Redwood Community Action Agency	Redwood Community Action Agency	2019
CALHOME	06-CALHOME-0172	Redwood Community Action Agency	Redwood Community Action Agency	2018
CALHOME	08-CALHOME-4925	Redwood Community Action Agency	Redwood Community Action Agency	2019
CALHOME	03-CALHOME-0031	Rialto Housing Authority	City of Rialto	2019

CALHOME & BEGIN ANNUAL REUSE ACCOUNT REPORTS DUE

Program	Contract Number	Contract Name	Project Name	FY
CALHOME	03-CALHOME-0031	Rialto Housing Authority	City of Rialto	2018
CALHOME	05-CALHOME-0153	Rialto Housing Authority	City of Rialto	2019
CALHOME	05-CALHOME-0153	Rialto Housing Authority	City of Rialto	2018
CALHOME	14-CALHOME-9859	Rialto Housing Authority	Rialto Housing Authority	2019
CALHOME	14-CALHOME-9859	Rialto Housing Authority	Rialto Housing Authority	2018
CALHOME	00-CALHOME-0084	Sacramento Valley Organizing Community Affordable Housing	Sacramento Valley Organizing Community Affordable Homes	2019
CALHOME	00-CALHOME-0084	Sacramento Valley Organizing Community Affordable Housing	Sacramento Valley Organizing Community Affordable Homes	2018
CALHOME	06-CALHOME-0268	San Gabriel Valley Habitat for Humanity	San Gabriel Valley Habitat for Humanity	2019
CALHOME	10-CALHOME-6803	San Gabriel Valley Habitat for Humanity	Geneva Homes	2019
CALHOME	14-CALHOME-9844	Self-Help Enterprises	Self-Help Enterprises	2018
CALHOME	08-CALHOME-5896	Solano-Napa Habitat for Humanity, Inc.	Habitat Corner	2019
CALHOME	06-CALHOME-0243	Sonoma County Community Development Commission	Sonoma County Community Development Commission	2019
CALHOME	11-CALHOME-8355	Sonoma County Community Development Commission	Sonoma County Community Development Commission	2019
CALHOME	10-CALHOME-6632	South County Housing Corporation	Alexander Place	2019
CALHOME	10-CALHOME-6632	South County Housing Corporation	Alexander Place	2018
CALHOME	11-CALHOME-8076	South County Housing Corporation	Hillview II (Two)	2019
CALHOME	11-CALHOME-8076	South County Housing Corporation	Hillview II (Two)	2018
BEGIN	04-BEGIN-0018	The City of Los Angeles	Avenue 26 Condominiums	2019
BEGIN	04-BEGIN-0026	The City of Los Angeles	Plaza Del Amo Phase I & II	2019
BEGIN	04-BEGIN-0027	The City of Los Angeles	Harborside Terrace Phase I & II	2019
BEGIN	04-BEGIN-0028	The City of Los Angeles	Las Casitas	2019
BEGIN	04-BEGIN-0029	The City of Los Angeles	Vermont Villas Phase I & II	2019
BEGIN	04-BEGIN-0030	The City of Los Angeles	Santa Ana Pines - Phases IV-VII	2019
BEGIN	06-BEGIN-0067	The City of Los Angeles	TOP / Scattered Site II	2019
BEGIN	06-BEGIN-0068	The City of Los Angeles	North Hills Villas	2019
BEGIN	09-BEGIN-6552	The City of Los Angeles	TOP/Scattered Sites	2019
CALHOME	06-CALHOME-0212	The Coachella Valley Housing Coalition	Coachella Valley Housing Coalition	2019
CALHOME	04-CALHOME-0103	Town of Apple Valley	Town of Apple Valley	2019
CALHOME	04-CALHOME-0103	Town of Apple Valley	Town of Apple Valley	2018
CALHOME	10-CALHOME-6694	Town of Apple Valley	Town of Apple Valley	2019
CALHOME	10-CALHOME-6694	Town of Apple Valley	Town of Apple Valley	2018
CALHOME	11-CALHOME-8229	Town of Apple Valley	Town of Apple Valley	2019
CALHOME	11-CALHOME-8229	Town of Apple Valley	Town of Apple Valley	2018
CALHOME	12-CALHOME-8696	Town of Apple Valley	Town of Apple Valley	2019
CALHOME	12-CALHOME-8696	Town of Apple Valley	Town of Apple Valley	2018
BEGIN	05-BEGIN-0057	Town of Windsor	Los Amigos Self Help Homes Project	2019
BEGIN	05-BEGIN-0057	Town of Windsor	Los Amigos Self Help Homes Project	2018
BEGIN	08-BEGIN-5463	Town of Windsor	Manzanita Self-Help Homes	2019
BEGIN	08-BEGIN-5463	Town of Windsor	Manzanita Self-Help Homes	2018

CALHOME ANNUAL REPORTS DUE

Program	Contract Number	Contractor Name	Project Name	FY
CALHOME	16-CALHOME-11253	Hammers for Hope	Hammers for Hope	2019



City Council Agenda Report

**Agenda
Item No.
9.a.**

DATE: October 27, 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: DISCUSSION AND/OR ACTION - CONSIDERATION OF
ASSEMBLY BILL (AB 571) IMPOSING CAMPAIGN
CONTRIBUTION LIMITS COMMENCING JANUARY 1,
2021

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 the staff report. The City Council is asked to consider either establishing a local campaign contribution limits ordinance or maintaining the status quo of no local ordinance and default to the State requirements of AB 571.

RECOMMENDATION: Staff recommends City Council receive information, discuss, deliberate, and provide direction to staff regarding AB 571 and the following two options: 1. Maintain the status quo of no local ordinance and default to the requirements of AB 571 setting a campaign contribution limit of \$4,700, which is updated by the State in odd-numbered years, and establishing regulations for campaign funds; or 2. Establish an ordinance with local campaign contribution limits lower or higher than the State contribution limit and set standard enforcement regulations as explained further in the staff report.

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: Make State campaign contribution limits applicable to cities that do not currently have them; allow cities to set different campaign contribution limits based on their local circumstances; and 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). It should also be noted that the Fair Political Practices Commission (FPPC) will not enforce local campaign contribution limits, so staff recommends the City Council consider establishing appropriate local enforcement methods if the City Council desires to establish local campaign contribution limits.

In an effort to help inform the Council's decision, campaign contributions of other communities in the area have been researched. To date, most cities do not appear to have reacted to AB 571.

- West Covina - \$500 limit from any person; plus CPI. Ordinance was adopted in 2015, so the current limit is \$530.29.
- Baldwin Park - No contribution limits
- El Monte - No contribution limits
- Pico Rivera – No contribution limits (according the City Clerks office likely AB 571 will be considered later this month)
- Rosemead – No contribution limits
- Monterey Park – No contribution limits

ATTACHMENTS:



City Council Agenda Report

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

DATE: October 27, 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: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-117,
APPROVING RECLASSIFICATION OF CERTAIN
ACCOUNTS TO BE REPAID BY JUNE 30, 2021

SUMMARY: The City's independent auditing firm recommended the adoption of a resolution to reclassify certain accounts currently reflected on the City's books as "due to/from" other funds to "advance to/from" other funds. A reclassification of accounts to the "advance to/from" category incorporates an additional requirement that "advance to/from" balances should be repaid by June 30, 2021 or other recurring payment terms will need to be developed to address unpaid amounts.

RECOMMENDATION: City staff recommends City Council adopt Resolution No. 20-117, approving and reclassifying the interfund loan balances, or "due to/from" balances at June 30, 2019 to "advance to/from," and have them repaid by June 30, 2021.

FISCAL IMPACT: There is no financial impact. This is a reclassification of accounts for financial reporting purposes and internal bank balances.

DISCUSSION: Governments usually report interfund loan balances in two categories, "due to/from" for short-term amounts and "advances to/from" for amounts that will be repaid over several years. At June 30, 2019, the City had "due to/from" balances in various funds that have not yet been repaid as of October 20, 2020.

Management, with consultation from the City's independent auditors, recommends that the City approve the advance balances and have them reclassified from "due to/from" balances to "advance to/from" balances at June 30, 2019. Management recommends these balances should be repaid by June 30, 2021. If not repaid by June 30, 2021, a

schedule of recurring payments and terms will be developed for further City Council approval.

ATTACHMENTS:

[Resolution No. 20-117.docx](#)

[Exhibit 1 to Resolution No. 20-117.pdf](#)

RESOLUTION NO. 20-117

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
RECLASSIFYING THE INTERFUND LOAN BALANCES “DUE
TO/FROM” TO “ADVANCE TO/FROM” AT JUNE 30, 2019**

WHEREAS, the City’s various funds had interfund loan balances, due to/from, at June 30, 2019; and

WHEREAS, the City’s management has recommended to the City to have them approved and reclassified to advance to/from at June 30, 2019. Additionally, these balances will be repaid by June 30, 2021.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE
HEREBY RESOLVES:**

SECTION 1. The interfund loan balances, as shown by Exhibit 1, are to be approved and reclassified from due to/from to advance to/from at June 30, 2019 and be repaid by June 30, 2021.

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

PASSED, APPROVED AND ADOPTED this 27th day of October 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, hereby certify that the foregoing Resolution, being Resolution No. 20-117, was duly passed and approved by the South El Monte City Council at a Regular meeting of said Council held on the 27th day of October 2020, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna Schwartz, City Clerk

Exhibit 1
City of South El Monte
Interfund Loan Balances at June 30, 2019

Fund	Interfund Receivable (Payable)	Bank Account	General CB#18887	Payroll CB#31778	SA CB#36346	Housing CB#36397	Bonds CB#36400	SA/ORF CB#36419	Gas Tax CB#36478	Metro CB#57467	LAIF #19882	Total
6/30/19 Balances	\$ -		\$ 4,067,081	\$ 59,223	\$ 1,926,967	\$ 86,954	\$ 23,146	\$ 100	\$ 738,331	\$ 848,698	\$ 5,187,659	\$ 12,938,160
01 - GENERAL FUND	414,626	CB#18887	414,626								(414,626)	-
02 - GAS TAX	(606,213)	CB#36478							(606,213)		606,213	-
05 - PAYROLL DISBURSEMENT FUND	99,647	CB#31778		99,647							(99,647)	-
06 - OLDER AMERICAN ACT	(71,832)	CB#18887	(71,832)								71,832	-
07 - ROAD MAINT.REHAB ACCT FND	991	CB#36478							991		(991)	-
10 - ROSEMEAD MAINTENANCE DIST	77	CB#18887	77								(77)	-
11 - HAYWARD MAINTENANCE DIST.	291	CB#18887	291								(291)	-
13 - AIR QUALITY DISTRICT-AQMD	7,243	CB#18887	7,243								(7,243)	-
14 - CABLE PEG FUND	817	CB#18887	817								(817)	-
15 - QUIMBY IN LIEU FEES	1,595	CB#18887	1,595								(1,595)	-
17 - MISCELLANEOUS GRANT FUNDS	(116)	CB#18887	(116)								116	-
20 - STATE COPS GRANT	182	CB#18887	182								(182)	-
25 - USED OIL RECYCLING GRANT	113	CB#18887	113								(113)	-
27 - BEVERAGE CONTAINER RECYCL	411	CB#18887	411								(411)	-
37 - MEASURE M LOCAL RTN FUNDS	(40,040)	CB#57467								(40,040)	40,040	-
38 - PROP"C"	(21,180)	CB#57467								(21,180)	21,180	-
39 - COMM.DEV.BLOCK GRANT	(537)	CB#18887	(537)								537	-
41 - PROP "A" PARK BOND GRANT	(5,275)	CB#18887	(5,275)								5,275	-
44 - PROP "A"	(367,717)	CB#57467								(367,717)	367,717	-
45 - MEASURE R LOCAL RTN FUNDS	(268,474)	CB#57467								(268,474)	268,474	-
46 - SEWER ASSESSMENT FUND	(63,372)	CB#18887	(63,372)								63,372	-
47 - STATE DEFERRED LOAN PROG	171	CB#18887	171								(171)	-
49 - CALHOME GENL PROG GRNT FD	(7,331)	CB#18887	(7,331)								7,331	-
55 - CALHOME REUSE FUND	2,785	CB#18887	2,785								(2,785)	-
67 - CAPITAL IMPROVEMENT FUND	933,646	CB#36400					933,646				(933,646)	-
68 - MISC STATE GRANTS FUND	(5,620)	CB#18887	(5,620)								5,620	-
86 - BOND FUNDS-HOUSING,TAXABL	18,518	CB#36397				18,518					(18,518)	-
88 - BOND FUNDS-CONSTR,NONTABL	(18,225)	CB#36400					(18,225)				18,225	-
91 - RDA SUCCESSOR AGENCY FUND	(12,395)	CB#36346			(12,395)						12,395	-
94 - HSG SUCCESSOR AGENCY FUND	7,214	CB#36397				7,214					(7,214)	-
Required Interbank Wires	-		274,228	99,647	(12,395)	25,732	915,421	-	(605,222)	(697,411)	-	-
6/30/19 Paid Off Balances	\$ -		\$ 4,341,309	\$ 158,870	\$ 1,914,572	\$ 112,686	\$ 938,567	\$ 100	\$ 133,109	\$ 151,287	\$ 5,187,659	\$ 12,938,160



Successor Agency Agenda Report

Agenda
Item No.
19.a.

DATE: October 27, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: REGULAR SUCCESSORY AGENCY MINUTES

SUMMARY: Staff seeks Agency Board approval of the Minutes of the September 22, 2020 meeting.

RECOMMENDATION: Staff recommends the Agency Board approve the above referenced minutes.

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR SUCCESSOR AGENCY MEETING - MINUTES
TUESDAY, SEPTEMBER 22, 2020**

1. ROLL CALL

Chairperson Olmos called the meeting to order at 7:54 p.m.

PRESENT: Commissioner(s): Acosta, Angel, Delgado, and Chairperson Olmos.
ABSENT: Vice Chairperson Retamoza

Chairperson Olmos announced Vice Chairperson Retamoza would not be attending tonight's meeting and was excused.

STAFF PRESENT: Anthony R. Taylor, General Counsel; Rachel Barbosa, Executive Director; Donna G. Schwartz, Secretary; Rene Salas, Public Works 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 Boardmember Angel, Boardmember Delgado, and General Counsel Taylor.

2. APPROVAL OF AGENDA

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

AYES: Commissioner(s): Acosta, Angel, Delgado, and Chairperson Olmos.
NAYS: None
ABSENT: Vice Chairperson Retamoza

3. PUBLIC COMMENT

Chairperson Olmos opened public comment, there being none, closed public comment.

4. CONSENT CALENDAR

a. MINUTES

Approved the Minutes for the Regular Meeting of July 28, 2020.

b. WARRANTS

Adopted Resolution No. SA 20-01, authorizing payment of City expenditures for the period of September 2, 2019 through September 22, 2020 totaling \$9,779.83

- c. Adopted Resolution No. SA 20-02, Adopting the Successor Agency to the South El Monte Improvement District's Conflict of Interest Code

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

AYES: Commissioner(s): Acosta, Angel, Delgado, and Chairperson Olmos.

NAYS: None

ABSENT: Vice Chairperson Retamoza

5. **EXECUTIVE DIRECTOR'S AGENDA** - None.

6. **ADJOURNMENT**

There being no further business coming before this body, at 7:56 p.m. Chairperson Olmos adjourned the meeting.

Donna G. Schwartz, CMC, Secretary

Gloria Olmos, Chairperson



Successor Agency Agenda Report

**Agenda
Item No.
19.b.**

DATE: October 27, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

APPROVED AS TO FORM: Anthony R. Taylor, General Counsel

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK SUCCESSOR AGENCY MEETING DATES

SUMMARY: Staff is requesting that the Successor Agency Board consider “going dark” on Tuesday, November 24, 2020 due to the Thanksgiving holiday and on Tuesday, December 22, 2020 due to the Christmas holiday.

RECOMMENDATION: Staff recommends that the Successor Agency Board "goes dark" on November 24, 2020 and December 22, 2020 due to the Thanksgiving and Christmas holidays.

FISCAL IMPACT: None.

DISCUSSION: Each year the Successor Agency takes a recess and does not hold a second meeting in the months of November and December. If there is a need, a special meeting can be held during either month.

ATTACHMENTS: