

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



Rene Salas, Interim City
Manager/Executive Director
Donna G. Schwartz, City
Clerk/Secretary
Anthony R. Taylor, City
Attorney/General Counsel

CITY OF SOUTH EL MONTE

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

AGENDA

January 24, 2023, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

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

On September 16, 2021, Governor Newsom signed AB 361, which modified the Brown Act to allow for teleconferencing participation at local legislative body public meetings during a proclaimed state of emergency. Pursuant to Government Code Section 54953(e) as amended by AB 361, City Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically available to all members of the public seeking to observe and to address the local legislative body. Public participation will be allowed via the information below.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>
Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 at least 72 hours prior to the meeting.

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 read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540
Cell (626) 274-4842

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Councilmember Rudy Bojorquez

3. INVOCATION

Pastor Don Antelo, Calvary Chapel of South El Monte

4. PRESENTATIONS

4.a. Presentation of Years of Service Awards to City Employees

4.b. Presentation of Plaque to Ben Lira for his Commitment to the Youth Boxing Program

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

4.d. Code Enforcement and Public Safety Department Report for the Month of December

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

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

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

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.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 10, 2023

Staff is requesting approval of Minutes for the January 10, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of January 10, 2023.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-06, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 11, 2023 THROUGH JANUARY 24, 2023

Authorizing payment of City expenditures for the period of January 11, 2023 through January 24, 2023, totaling \$826,233.33.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-06, authorizing payment of City expenditures.

7.c. ADOPTION OF ORDINANCE NO. 1262, ESTABLISHING A COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS AND ADDING CHAPTER 2.50, "COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS," UNDER TITLE 2, "ADMINISTRATION AND PERSONNEL" TO THE SOUTH EL MONTE MUNICIPAL CODE

At a regular City Council meeting held on Tuesday, January 14, 2023, City Council waived first reading and introduced Ordinance No. 1263, Establishing a Commission for the Advancement of Women and Girls and Adding Chapter 2.50, "Commission for the Advancement of Women and Girls," under Title 2 "Administration and Personnel."

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1262.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-07, AUTHORIZING THE SALE OF CITY OWNED OBSOLETE (SURPLUS) VEHICLES

Staff is requesting authorization from the City Council for the sale of eleven obsolete (surplus) vehicles that are no longer used by the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-07, authorizing the sale of eleven obsolete City Vehicles and;
2. Authorize Interim City Manager or designee to hire an auction company to dispose of the obsolete vehicles.

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-08, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD - MICHAEL HUNT DRIVE

Award of contract for traffic improvement projects at Lee Ave. & Garvey Ave., and Durfee Ave. & Peck Rd. at Michael Hunt Dr.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-08, awarding a PSA to Kimley-Horn and Associates, Inc. for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. Project in the amount of \$62,226.45; and
2. Authorize Interim City Manager or designee to negotiate and execute the agreement.

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-09, APPROVING FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. TO PROVIDE PUBLIC OUTREACH SERVICES FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

The project includes installation of bicycle and pedestrian mobility improvements along Santa Anita Avenue and Tyler Avenue. The project is currently in the preliminary/concept design phase, and staff seeks City Council approval of a First Amendment to the Contract Services Agreement with Transtech Engineers to provide public outreach services for the Civic Center and Interjurisdictional Bicycle Lanes Project.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-09, approving First Amendment to the Contract Services Agreement with Transtech Engineers, Inc. to provide Public Outreach Services for the Civic Center and Interjurisdictional Bicycle Lanes Project in the amount of \$82,742.
2. Authorize Interim City Manager or designee to negotiate and execute the agreement.

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-10, APPROVING AMENDMENT NO. 11 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

On June 14, 2022, 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") for Fiscal Year 2022-2023. This Amendment will increase the allocated baseline funding from \$484,000.00 to \$494,865.00 resulting in an increase of \$10,865.00 for Fiscal Year (FY) 2022-23 only for the purchase of approved equipment items that will be used for the provision of the Elderly Nutrition Program (ENP).

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-10, approving Amendment No. 11 to extend existing agreement Subaward Number ENP202110 with the County of Los Angeles; and
2. Authorize Interim City Manager, or designee, to execute the agreement.

7.h. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-11, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) ET SEQ. FOR THE PERIOD OF JANUARY 24, 2023 THROUGH FEBRUARY 15, 2023

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 23-11 proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of January 24, 2023 through February 15, 2023.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-11, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period from January 24, 2023 through February 15, 2023.

CONSENT CALENDAR (CONTINUED)

7.i. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-12, AMENDING RESOLUTION 23-04, CHANGING THE PUBLIC HEARING DATE FOR METRO FISCAL YEAR 2023 FEDERAL TRANSIT ADMINISTRATION SECTION 5310 PROGRAM FOR ELIGIBLE PROJECTS**

On January 3, 2023, the City Council approved Resolution No. 23-04, calling for a public hearing on February 14, 2023. A new resolution needs to be adopted to Amend Resolution No 23-04, changing the public hearing date to February 22, 2023 in order to be in compliance with Metro's 30-day public hearing notice.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-12, Amending Resolution No. 23-04, Calling for a Public Hearing on February 22, 2023, to Identify Nonprofit Organizations Readily Available to Provide Services for Public Transportation Projects Under the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.

8. **PUBLIC HEARINGS**

8.a. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-13, AUTHORIZING THE ALLOCATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2023–24**

Provide the Council with recommendations for the use of the City's estimated FY 2023–24 CDBG allocation, acknowledging the priority of need and eligibility. The Public Notice was posted December 22, 2022.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 23-13, Authorizing the Allocation of the Community Development Block Grant (CDBG) Funds for Fiscal Year 2023-24;
4. Authorizing Interim City Manager to execute agreement for the Fiscal Year 2022–23 CDBG project with the Los Angeles County Development Authority (LACDA), subject to approved as to form by the City Attorney; and
5. Authorize Interim City Manager to adjust the project budget, as necessary, to account for final CDBG allocations and any amounts unexpended at the close of FY 2022-23.

9. GENERAL BUSINESS

9.a. APPOINTMENT OF COUNCIL DELEGATE TO THE CALIFORNIA CONTRACT CITIES ASSOCIATION

Mayor to appoint a delegate to the California Contract Cities Association.

RECOMMENDED ACTION: Staff recommends City Council approve the Mayor's appointment of a delegate to the California Contract Cities Association.

9.b. UPDATE TO THE CONCEPT FOR THE ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN AND THE SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY

The City of South El Monte received funding from Caltrans through a Sustainable Communities Grant (State SB-1) to prepare planning level documents for the Rosemead Boulevard Corridor. The plan has conceptualized Rosemead Boulevard as a multi-modal corridor that engages participants in active and safe modes of transportation. The project examined traffic calming strategies to increase pedestrian safety and improve the City's existing bicycle network and quality of public transport. During this study, staff was aware of Metro's and San Gabriel Valley Council of Government's Transit Feasibility Study that included Rosemead Blvd.

RECOMMENDED ACTION: Staff recommends City Council:

1. Receive presentations by Metro/San Gabriel Valley Council of Government (SGVCOG) Staff and Alta consulting;
2. Provide comments on SGVCOG's Bus Rapid Transit BRT study and the Rosemead Blvd. Corridor Enhancement Study;
3. Instruct the Alta consultant to prepare the draft study that includes the City Council's comments to the design concept and present it before the community at the final outreach scheduled per the grant timeline; and
4. Alta Consulting to present the final draft before the City Council at the February 24, 2023 council meeting.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-14, APPROVING THE APPOINTMENT OF RENE SALAS AS CITY MANAGER AND APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT

Staff is asking the City Council to consent to the appointment of Rene Salas as City Manager and approve his employment contract for services as City Manager.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-14, approving the employment agreement between the City and Rene Salas for the position of City Manager and authorizing the Mayor to execute the employment agreement. In the alternative, Staff recommends City Council provide additional direction regarding the

employment agreement.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., League of California Cities Conferences, ICSC conferences, etc.) at the next regular meeting of the legislative body.

11. CORRESPONDENCE

11.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS AND THE COMMUNITY CENTER GYM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF THE FIELD FENCES

The South El Monte National Little League (SEMNLL) is requesting reservation facility fee waivers for the use of New Temple Park fields and the Community Center Gymnasium and requesting the City Council consider waiving the reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

RECOMMENDED ACTION: Staff recommend City Council discuss and consider the facility reservation fee waiver request for the use of the New Temple Park fields and Community Center Gymnasium, and discuss the request to waive the light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9 – (three cases)

14. RECESS COUNCIL MEETING

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

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

Successor Agency meeting next page.

SUCCESSOR AGENCY MEETING

16. CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair 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

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Board, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Board objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Board as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the Board shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR OCTOBER 25, 2022

Staff is requesting approval of Minutes for the October 25, 2022 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of October 25, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, February 14, 2023, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 19th day of January 2023.

A handwritten signature in blue ink, reading "Donna G. Schwartz", with a long, sweeping flourish extending to the right.

City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Pauline Bourne, Interim HR/Risk Manager

SUBJECT: Presentation of Years of Service Awards to City Employees

SUMMARY: The Mayor and City Council to present service awards to City employees for their years of service to the City of South El Monte.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: Presentation of Plaque to Ben Lira for his Commitment to the Youth Boxing Program

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: Sheriff's Department Report for the Month of December

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S): Presentation will be available Monday, January 23, 2023.



City Council Agenda Report

Agenda Item No. 4.d.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: Code Enforcement and Public Safety Department Report for the Month of December

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement/Public Safety Report - December 2022

City of South El Monte

Public Safety Report



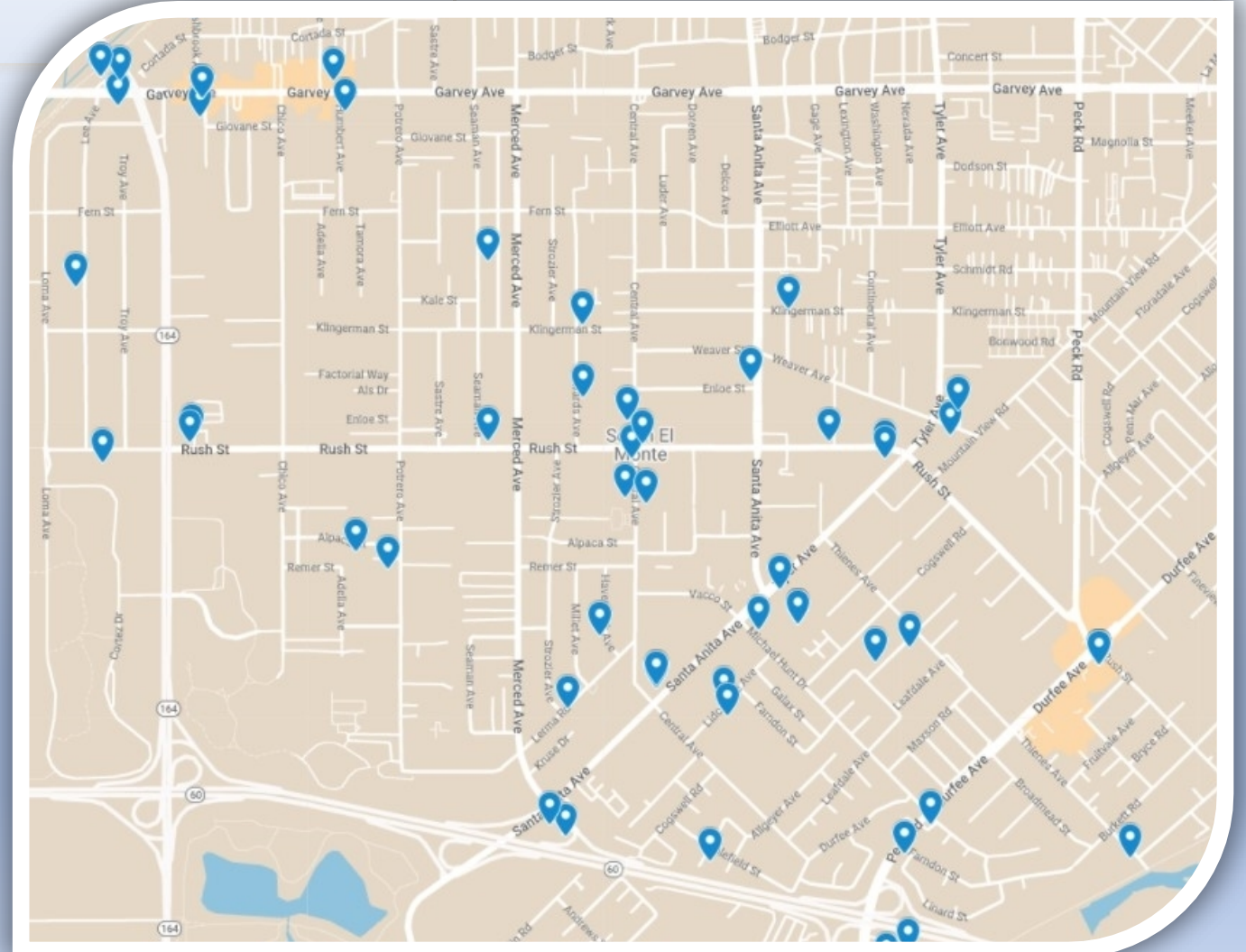
December 2022 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

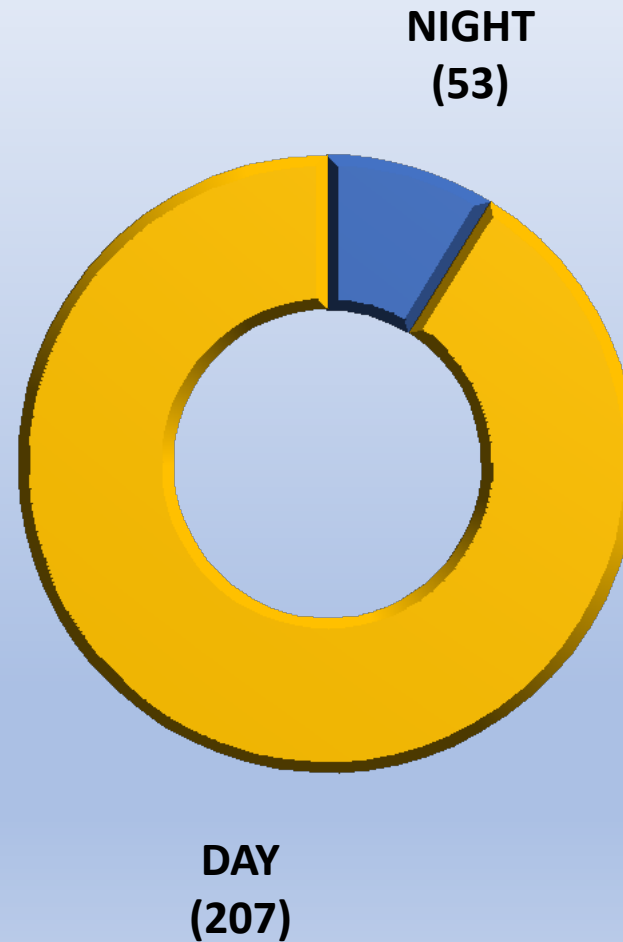
December - 62

Property Maintenance.....	10
Health and Safety / Public Nuisance..	1
Streets/PublicPlaces.....	9
Vehicle/Traffic.....	7
Business.....	9
Zoning.....	0
Homeless.....	8
Building Code	6
Bulk	12



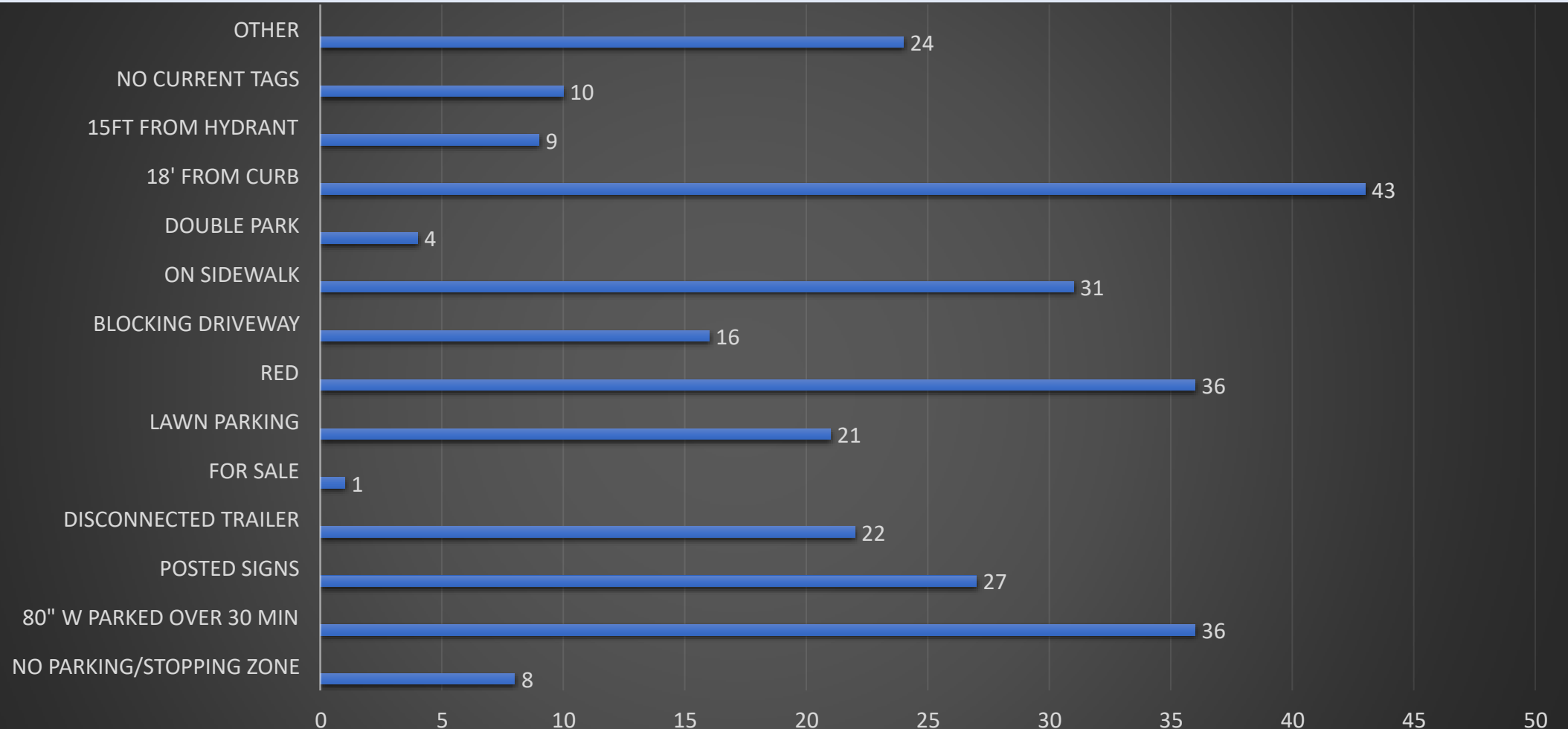
Parking Citations – Street Sweeping

DECEMBER – 260

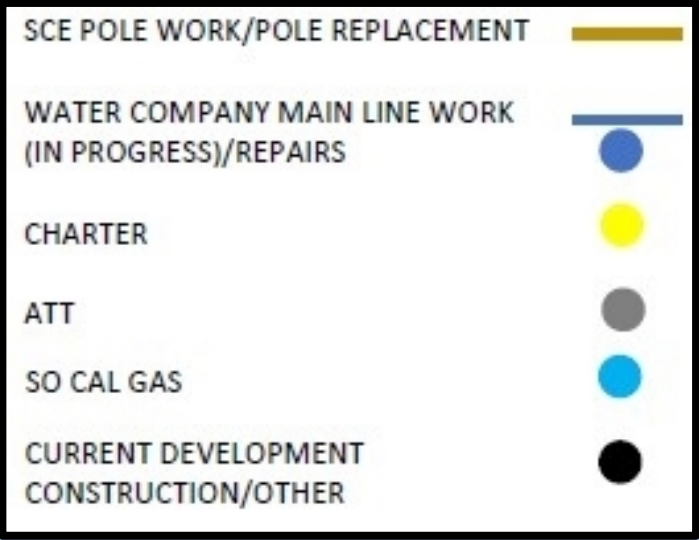
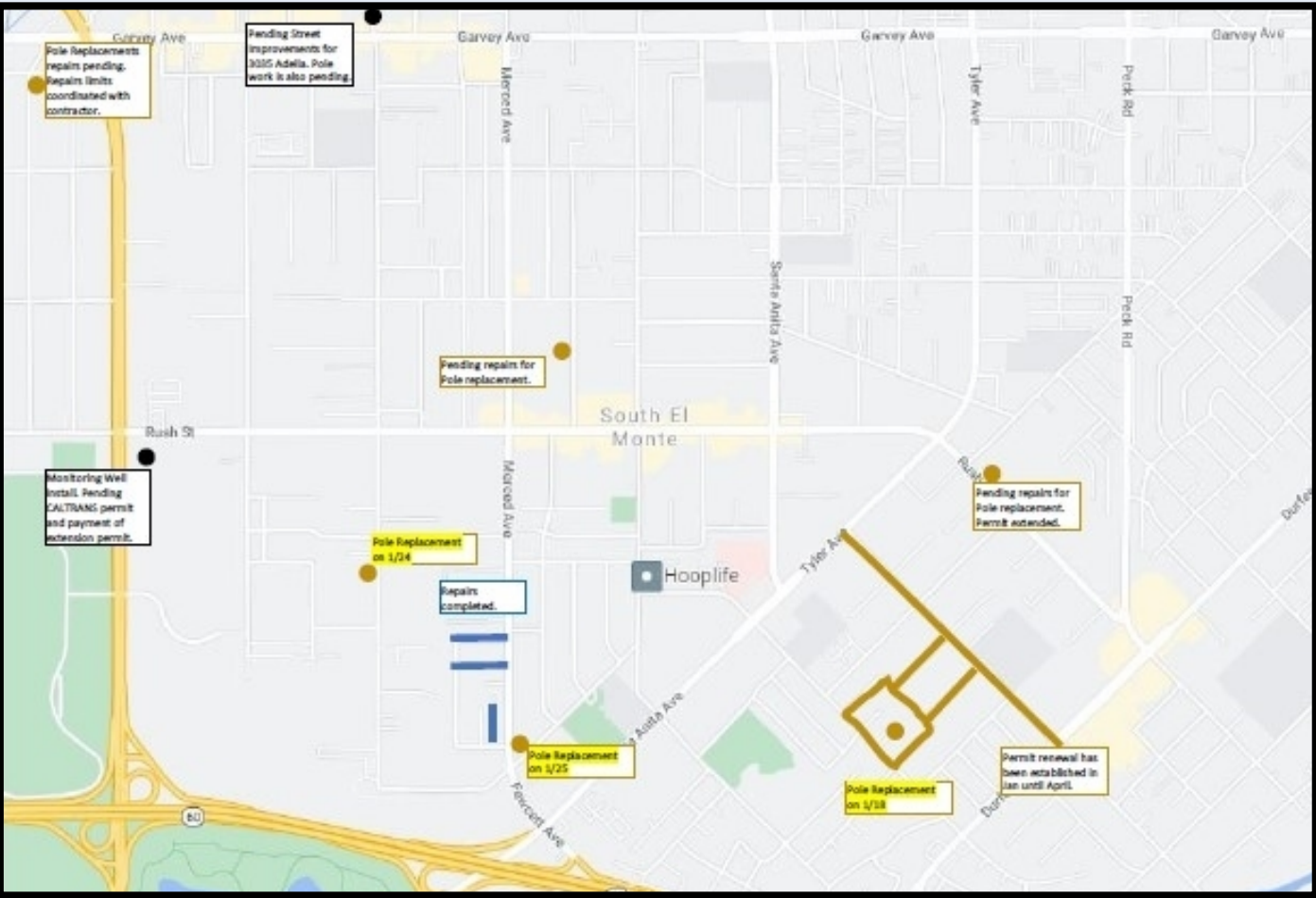


Parking Citations

December - 272



Work in Right of Way



Reminder:
Homeless
Count 2023

**EVERYONE COUNTS.
NO MATTER WHERE THEY LIVE.**



Greater Los Angeles Homeless Count
January 24 - 26, 2023

THEYCOUNTWILLYOU.ORG

Current Homeless Situation

1612 Santa Anita Ave



Michael Hunt Drive View



Street View



City Council Agenda Report

Agenda Item No. 7.a.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 10, 2023

SUMMARY: Staff is requesting approval of Minutes for the January 10, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of January 10, 2023.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 10, 2023 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:01 PM

PRESENT: Councilmember(s): Angel, Bojorquez (via zoom), Delgado, Mayor Pro Tem Acosta, and Mayor Olmos

STAFF PRESENT: Rene Salas, Interim City Manager; Christy Lopez, Assistant City Attorney; Masami Higa, Interim Finance Director; Guillermo Arreola, Planning Manager, and Paola Lara, Deputy City Clerk.

STAFF ABSENT: Anthony R. Taylor, City Attorney and Donna G. Schwartz, City Clerk.

Councilmember Bojorquez requested Council approve his attendance via zoom due to contracting Covid. Councilmember Bojorquez announced there were no adults present in the room.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve Councilmember Bojorquez' request to attend the meeting via zoom. Motion carried 4-0, by the following vote:

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

NAYS: Councilmember(s): None

Zoom was provided for the Public to participate during public comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Councilmember Richard Angel led the Pledge of Allegiance

3. INVOCATION – Mayor Gloria Olmos offered the invocation.

4. PRESENTATIONS

- 4.a.** Mayor Olmos and City Council presented Plaques to the 2022 Holiday Home Decoration Contest Winners.
- 4.b.** City Council received a report from Interim Finance Director Masami Higa on Fiscal Year 2022-23 Mid-Year Budget Review.

Councilmember Delgado recommended to staff to review and update the City's fees for code enforcement and parking citations.

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

Mayor Olmos requested to continue items 9.b, 9.c. and 9.d. to a future meeting.

A motion was made by Mayor Olmos, seconded by Councilmember Angel to approve the agenda as amended with items 9.b., 9.c., and 9.d continued to a future meeting. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

- 1. Cindy Wu, Mountain View School District Board Member, thanked the City for hosting the first Lunar New Year celebration scheduled for January 18, 2023.

There being no further comment, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Councilmember Angel, seconded by Councilmember Delgado to approve the Consent Calendar. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

- 7.a.** Approved the Minutes of the Regular City Council Meeting of December 13, 2022.

- 7.b.** Adopted Resolution No. 23-01, authorizing payment of City expenditures for the period of December 14, 2022, through January 10, 2023, totaling \$1,117,364.96.

- 7.c. Adopted Resolution No. 23-02, awarding a professional services agreement to Bucknam Infrastructure Group, Inc. for the Pavement Management Program (PMP) Update in the amount of \$24,890.00; approved \$24,890.00 in Prop C Funds for the requested services; and authorized Interim City Manager or designee to negotiate and execute the agreement.
- 7.d. Adopted Resolution No. 23-03, approving the appointment and temporary employment of Martha Castillo as the City's Interim Human Resources/Risk Manager.
- 7.e. Adopted Resolution No. 23-04, calling for a public hearing on February 14, 2023, to identify nonprofit organizations readily available to provide services for public transportation projects under the Federal Transit Administration section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.
- 7.f. Approved an RFP for design services for South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5 Project and authorize staff to solicit proposals.
- 7.g. Adopted Resolution No. 23-05, approving the part-time employee salary schedule.

8. **PUBLIC HEARINGS - None**

9. **GENERAL BUSINESS**

9.a. **SELECTION OF MAYOR PRO TEM**

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado to nominate Councilmember Angel as Mayor Pro Tem.

Councilmember Rudy Bojorquez requested the motion be reconsidered to nominate Councilmember Delgado as Mayor Pro Tem. Assistant City Attorney Christy Lopez announced Councilmember Bojorquez can make a competing motion and City Council can vote on the competing motion if the first motion does not pass.

Councilmember Delgado called for the question on the motion made my Mayor Pro Tem Acosta.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado to nominate Councilmember Angel as Mayor Pro Tem. Motion passed 4-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Delgado, and Mayor Olmos
NAYS: Councilmember(s): Bojorquez

9.b. APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

Item 9.b. was continued to a future City Council meeting under approval of agenda.

9.c. APPOINTMENT OF PATRIOTIC COMMISSIONERS

Item 9.c. was continued to a future City Council meeting under approval of agenda.

9.d. APPOINTMENT OF PLANNING COMMISSIONERS

Item 9.d. was continued to a future City Council meeting under approval of agenda.

9.e. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1262, ESTABLISHING A COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS AND ADDING CHAPTER 2.50, "COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS," UNDER TITLE 2, "ADMINISTRATION AND PERSONNEL" TO THE SOUTH EL MONTE MUNICIPAL CODE

Mayor Olmos announced the item.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to waive first reading and introduce Ordinance No. 1262, Establishing a Commission for the Advancement of Women and Girls and Adding Chapter 2.50, "Commission for the Advancement of Women and Girls," under Title 2 "Administration and Personnel" and set for adoption at the next regular city council meeting. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel and Mayor Olmos
NAYS: Councilmember(s): None

9.f. next page

9.f. CONSIDERATION AND APPROVAL OF URGENCY ORDINANCE NO. 1263, ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF CAR WASHES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES

Mayor Olmos announced the item and Planning Manager Guillermo Arreola presented the staff report.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to waive further reading, and adopt Urgency Ordinance No. 1263, Establishing a 45-day temporary moratorium on the establishment or expansion of car washes within City limits during the pendency of the City's review and adoption of zoning regulations for such uses; and authorize Interim City Manager to direct the Planning Division and Planning Commission review the development standards for Car Washes, and survey development standards for Car Washes in other cities. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced his attendance at the South El Monte Community Outreach Angel Tree event, City's Annual Santa Sleigh event, Senior Center's Christmas and New Years Eve Luncheons, and City's Annual Christmas Wish Toy Giveaway.

Councilmember Delgado announced his attendance and the Senior Center's Christmas Luncheon, and El Monte/South El Monte Emergency Resources Christmas Basket Drive.

Mayor Pro Tem Angel announced his attendance at the South El Monte Community Outreach Angel Tree event, Senior Center's Christmas and New Years Eve Luncheons, and City's Annual Santa Sleigh event.

Councilmember Bojorquez announced his attendance at the City's Swearing in Ceremony, Planning Commission meeting, City's Annual Christmas Wish Toy Giveaway, Senior Center's Christmas and New Years Eve Luncheons, El Monte/South El Monte Chamber of Commerce Lunch, Sheriff Robert Luna Meet & Greet, and meeting with Townsend Public Affairs for Merced Project.

Mayor Olmos announced her attendance at the City's Annual Christmas Wish Toy Giveaway, City's Annual Santa Sleigh event, San Gabriel Valley Council of Government's Christmas Luncheon, El Monte/South El Monte Chamber of Commerce Luncheon, virtually attended the Planning Commission meeting, and announced SEACCA has adoption opportunities.

11. CORRESPONDENCE

11.a. LETTER FROM THE MONTEBELLO BREWERS BASEBALL CORPORATION REQUESTING A LONG TERM RESERVATION, APPROVAL TO HOST TWO BASEBALL TOURNAMENTS, AND FEE WAIVER FOR THE USE OF FIELDS AT NEW TEMPLE AND SHIVELY PARK

Mayor Olmos announced the item and Interim City Manager Rene Salas presented the staff report.

City Council entered into a discussion with regard to approving the fee waiver in whole or in part.

Mayor Pro Tem Angel made a motion, seconded by Councilmember Delgado to approve the request by the Brewers for a long-term reservation, and approval to host two (2) baseball tournaments and a fee waiver in the total amount of \$61,150.00.

A second motion was made by Councilmember Bojorquez, seconded by Mayor Olmos to approve the request by the Brewers for a long-term reservation, and approval to host two (2) baseball tournaments and suggested waiving half the fee in the amount of \$30,575.00. Motion failed 2-3, by the following vote:

AYES: Councilmember(s): Bojorquez and Mayor Olmos
NAYS: Councilmember(s): Acosta, Delgado, Mayor Pro Tem Angel

City Council voted on the first motion made by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve request by the Brewers for a long-term reservation, and approval to host two (2) baseball tournaments and a fee waiver in the total amount of \$61,150.00. Motion passed 4-1, by the following vote:

AYES: Councilmember(s): Acosta, Angel, Delgado, and Mayor Olmos
NAYS: Councilmember(s): Bojorquez

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

At 7:12 p.m. City Council recessed into closed session.

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)

Title: Interim City Manager

At 7:52 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

Assistant City Attorney Christy Lopez, announced City Council discussed item 13.a. No action taken, nothing to report.

14. ADJOURNMENT

At 7:53 p.m. Mayor Olmos adjourned the meeting in memory of Mrs. Linda Taylor, mother of City Attorney Anthony R. Taylor, Mr. Juan Castaneda, long-time resident, and Tina Bernard, long-time resident, to a Regular Meeting on Tuesday, January 24, 2023, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Masami Higa, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-06, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 11, 2023 THROUGH JANUARY 24, 2023

SUMMARY: Authorizing payment of City expenditures for the period of January 11, 2023 through January 24, 2023, totaling \$826,233.33.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-06, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-06
- B. Warrant Register 01.24.23

ATTACHMENT A

RESOLUTION NO. 23-06

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JANUARY 11, 2023, THROUGH JANUARY 24,
2023, TOTALING \$826,233.33.

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.

Interim Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 22/23	Electronic Warrants	1/11/23-01/24/23	DFT0000446-450	\$20,506.71
FY 22/23	Regular Warrants	1/11/23-01/24/23	11579-629	\$690,433.91
Payroll	Check	PPE 01/07/23	1295-1302	\$5,294.76
Payroll	Direct Deposit	PPE 01/07/23	3097-3181	\$109,997.95

TOTAL EXPENDITURES RESOLUTION NO. 23-06 \$826,233.33

PASSED, APPROVED, AND ADOPTED this 24th day of January 2023.

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. 23-06, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of January 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



ATTACHMENT B

South El Monte, CA

Warrant Register Council Meeting 01/24/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1040.5922	LAB1419	11579	01/05/2023	CITY POLOS/ CITY COUNCIL	563.38
01.0100.1040.5922	LAB1419	11579	01/05/2023	CITY JACKETS/ CITY COUNCIL	926.10
01.0140.7020.5956	CHRIS ALVAREZ	11580	01/09/2023	BOOT ALLOWANCE REIMB	82.49
01.0100.1050.5938	DIANNA GOMEZ	11581	01/09/2023	BOOK FEES	117.55
01.0100.1050.5938	DIANNA GOMEZ	11581	01/09/2023	FALL 2022 EDUCATION REIMBURSEMENT	1,491.00
01.0151.1543.5952	PACIFIC COAST RACING TIMING	11582	01/09/2023	TURKEY DASH- 5K RACE TIMING CHIP FEE	717.75
01.0000.0000.2224	STANDARD INSURANCE	11583	01/09/2023	JAN'23 LIFE AD&D & SUPPLEMENTAL	488.36
01.0000.0000.2225	STANDARD INSURANCE	11584	01/09/2023	JAN'23 LIFE & AD&D	955.53
01.0100.1050.5938	BRIANNA BADAR	11585	01/10/2023	FALL 2022 BOOK FEES	84.38
01.0100.1050.5938	BRIANNA BADAR	11585	01/10/2023	FALL 2022 EDUCATION REIMBURSEMENT	816.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1556 N CENTRAL	345.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1402 IRR LERMA	1,187.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1530 N CENTRAL	269.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1415 N SANTA ANITA	292.06
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1500 N CENTRAL	1,925.27
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 2000 IRRIG SANTA ANITA	68.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1819 CENTRAL	336.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22N/E MERCED SANTA ANITA	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1450 LIDCOMBE	1,772.35
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 2022 N CENTRAL	122.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 MERCED N/W SANTA ANITA	54.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1500 CENTRAL	634.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1819 N MERCED	131.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1341 ISLAND/ SANTA ANITA	39.14
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1652 IRRIG TYLER	164.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1900 N CENTRAL	131.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1824 N CENTRAL	422.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1819 N CENTRAL	256.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 N LERMA/ MILLET	265.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 10452 E RUSH	86.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1450 LIDCOMBE	274.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1530 IRRG CENTRAL	328.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1415 IRRG SANTA ANITA	421.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/23-12/21/22 1556 IRRG CENTRAL	289.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11586	01/10/2023	11/10-12/9/22 1707 N MERCED	63.42
01.0170.1730.5705	SO CAL GAS	11587	01/10/2023	12/1/22-1/3/23 1415 SANTA ANITA AVE	1,491.29
17.0900.9020.6025	THE ENERGY COALITION	11588	01/12/2023	JUNE'22 10% RETENTION	(294.00)
17.0900.9020.6025	THE ENERGY COALITION	11588	01/12/2023	MAY'22 10% RETENTION	(220.00)
17.0900.9020.6025	THE ENERGY COALITION	11588	01/12/2023	APR'22 10% RETENTION	(69.00)
17.0900.9020.6025	THE ENERGY COALITION	11588	01/12/2023	APR'22 CONTRACT SVCS	690.00
17.0900.9020.6025	THE ENERGY COALITION	11588	01/12/2023	MAY'22 CONTRACT SVCS	2,200.00
17.0900.9020.6025	THE ENERGY COALITION	11588	01/12/2023	JUNE'22 CONTRACT SVCS	2,940.00
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11589	01/18/2023	WINTER CAMP SUPPLIES	28.64
01.0151.1541.5499	AMAZON CAPITAL SERVICES, INC	11589	01/18/2023	TIMERS/ PEE WEE GAMES	22.02
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	11589	01/18/2023	OFFICE SUPPLIES	63.84
01.0151.1542.5499	AMAZON CAPITAL SERVICES, INC	11589	01/18/2023	BOXING GYM CLEANING SUPPLIES	22.04
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11589	01/18/2023	AFTER SCHOOL PROGRAM SUPPLIES	144.13
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	11589	01/18/2023	DEPARTMENT SUPPLIES/ BLD'G & SAFETY	128.49
01.0150.1540.5431	AQUA PURE DRINKING WATER	11590	01/18/2023	DEC'22 DRINKING WATER-MC/NT	14.96
01.0151.1543.5952	BROTHERS AWARDS & TROPHIES	11591	01/18/2023	PLAQUES/ CONTEST WINNERS	88.00
01.0100.1050.5940	BROTHERS AWARDS & TROPHIES	11591	01/18/2023	PLAQUES/ YEARS OF SERVICE	110.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	11592	01/18/2023	OCT'22 BUSINESS LICENSE INSPECTION	1,072.50
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	11592	01/18/2023	DEC'22 BUSINESS LICENSE INSPECTIONS	220.00
01.0100.1050.5936	CONCENTRA	11593	01/18/2023	12/22 NEW HIRE PHYS	219.00
38.0900.9000.5968	DYNALECTRIC L.A.	11594	01/18/2023	SANTA/KLING RET RELEASE #294	4,386.57
40.0900.9000.5968	DYNALECTRIC L.A.	11594	01/18/2023	SANTA/KLING RET RELEASE #294	39,479.16
01.0140.1440.5406	EL MONTE PRINTING	11595	01/18/2023	BUILDING INSPECTOR BUSINESS CARDS	49.61
01.0120.1220.5205	GRACIE RETAMOZA	11596	01/18/2023	OVERPAYMENT CANDIDATE FILING FEE	73.52
06.0300.3010.5215	HUNTINGTON CULINARY	11597	01/18/2023	12/19-12/23 CI & CII NUTRITION PROGRAM	3,766.25
06.0300.3020.5215	HUNTINGTON CULINARY	11597	01/18/2023	12/19-12/23 CI & CII NUTRITION PROGRAM	363.00
06.0300.3010.5215	HUNTINGTON CULINARY	11597	01/18/2023	12/26-12/30 CI & CII NUTRITION PRGM	3,047.50
06.0300.3020.5215	HUNTINGTON CULINARY	11597	01/18/2023	12/26-12/30 CI & CII NUTRITION PRGM	290.40
01.0140.1430.5215	JAMES GAIL FUNK	11598	01/18/2023	DEC'22 PLANNING CONSULTANT SVCS	9,748.07
01.0000.0000.4554	JOHN HARRIS	11599	01/18/2023	MVDP DAMAGE DEPOSIT RFND	50.00
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	11600	01/18/2023	OCT'22 IW PROGRAM SVCS	5,568.75
70.0900.9020.6025	JOHN L. HUNTER AND ASSOCIATES, INC.	11600	01/18/2023	OCT'22 NPDES PROGRAM SVCS	5,145.00
40.0900.9000.5969	KIMLEY-HORN AND ASSOCIATES, INC.	11601	01/18/2023	PS&E HSIP CYCLE 9 #295	26,974.36

02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	11602	01/18/2023	FY22/23 3RD PAYMENT COUNTY LIGHTING	59,953.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11603	01/18/2023	NOV'22 SPL ASSIGN DEPUTY	100,428.32
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11603	01/18/2023	NOV'22 LAW ENFORCEMENT SVCS	309,319.36
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11603	01/18/2023	NOV'22 GRANT SPL ASSIGN DEPUTY	17,604.75
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	11603	01/18/2023	NOV'22 LIABILITY INSURANCE	47,008.77
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	11603	01/18/2023	11/19/22 DEPUTY SVCS/ TURKEY TROT	3,936.86
01.0120.1220.5205	MANUEL ACOSTA	11604	01/18/2023	OVERPAYMENT CANDIDATE FILING FEE	336.76
01.0000.0000.4554	MARY DOWNING	11605	01/18/2023	MVDP DAMAGE DEPOSIT REFUND	50.00
01.0151.1541.5215	MICHAEL WALKER	11606	01/18/2023	1/7 BBALL OFFICIALS	180.00
01.0170.1710.5406	OFFICE DEPOT	11607	01/18/2023	COPY PAPER/ CITY HALL 10 CASES	773.87
01.0151.1546.5406	PARTY PRONTO	11608	01/18/2023	INFLATABLE & BALLON ARTIST/ WISH TOY GIVEAWAY	1,648.00
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	11609	01/18/2023	NOV'22 CODE CITATION PROCESSING SVCS	151.54
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	11609	01/18/2023	NOV'22 PSO CITATION PROCESSING SVCS	4,394.82
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	11610	01/18/2023	CHAIR RENTAL/ TREE LIGHTING CEREMONY	570.54
01.0170.1710.5960	QUADIENT LEASING USA, INC.	11611	01/18/2023	DEC'20-MAR'23 POSTAGE LEASE	438.62
01.0120.1210.5920	QUALITY CODE PUBLISHING	11612	01/18/2023	PRINTING OF MUNICIPAL CODE BOOKS	199.00
01.0160.1620.5520	QUENCH USA, INC.	11613	01/18/2023	JAN-MAR'23 DRINKING WATER FILTER/ SCTR	59.96
01.0100.1050.5936	RAY SAUCEDO	11614	01/18/2023	BOOT ALLOWANCE REIMB 2022	198.75
01.0120.1220.5205	REGISTRAR-RECORDER/COUNTY CLERK	11615	01/18/2023	PRINTING/ CANDIDATE STATEMENT	1,052.96
01.0151.1541.5215	ROMAN GALLARDO JR.	11616	01/18/2023	1/7 BBALL OFFICIAL	180.00
01.0120.1220.5205	RUDY BOJORQUEZ	11617	01/18/2023	OVERPAYMENT CANDIDATE FILING FEE	336.76
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	11618	01/18/2023	12/15 PUBLISH NOTICE IN SGTV	563.01
01.0140.1430.5919	SAN GABRIEL VALLEY TRIBUNE	11618	01/18/2023	PUBLIC NOTICE FY 23/24 CDBG PJTS	601.80
01.0140.1100.5406	SPARKLETTS	11619	01/18/2023	DEC'22 WATER SERVICES	8.99
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	11620	01/18/2023	NOV'22 CITATION REVENUE	4,953.00
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	11621	01/18/2023	FROZEN MEALS/ CII NUTRITION PRGM	60.18
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11621	01/18/2023	DINNER ROLLS/ CI NUTRITION PRGM	47.88
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	11621	01/18/2023	FROZEN MEALS/ CII NUTRITION PGRM	59.88
01.0151.1546.5440	SYSCO FOOD SERVICES OF LOS ANGELES	11622	01/18/2023	FOOD SUPPLIES/ CHRISTMAS WISH EVENT	781.42
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11623	01/18/2023	JAN'23 CONSULTING SVCS	6,750.00
01.0130.1310.5215	TRUSAIC	11624	01/18/2023	JAN'23 ACA MONTHLY	1,040.40
01.0000.0000.4554	VACCO INDUSTRIES, INC.	11625	01/18/2023	CCTR- DAMAGE DEPOSIT REFUND	600.00
01.0150.1530.5956	WENDY CAYCO	11626	01/18/2023	BOOT ALLOWANCE REIMB 2022	180.21
01.0130.1330.5950	XEROX CORPORATION	11627	01/18/2023	11/30-12/29/22 COPIER LEASE	1,547.99
44.0800.8010.5956	YVETTE CORONA	11628	01/18/2023	BOOT ALLOWANCE REIMB 2022	175.99
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11629	01/18/2023	FOOD SUPPLIES FOR CI PRGM	145.46
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11629	01/18/2023	FOOD SUPPLIES FOR CII PRGM	16.16
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000446	01/05/2023	11/16-12/31/22 STREET LIGHTS	2,035.92
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000447	01/05/2023	3/1-12/31/22 2028 STREET LIGHTS	13,782.53
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000448	01/05/2023	11/16-12/31/22 STREET LIGHTS	4,271.34
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000449	01/05/2023	11/21-12/20/22 9465 GARVEY AVE	9.77
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000450	01/05/2023	11/23-12/31/22 2028 CENTRAL AVE	407.15
Grand Total:					710,940.62

Authorization Signatures

A handwritten signature in black ink, appearing to read 'R Salas', written over a horizontal line.

Rene Salas, Interim City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1262, ESTABLISHING A COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS AND ADDING CHAPTER 2.50, "COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS," UNDER TITLE 2, "ADMINISTRATION AND PERSONNEL" TO THE SOUTH EL MONTE MUNICIPAL CODE

SUMMARY: At a regular City Council meeting held on Tuesday, January 14, 2023, City Council waived first reading and introduced Ordinance No. 1263, Establishing a Commission for the Advancement of Women and Girls and Adding Chapter 2.50, "Commission for the Advancement of Women and Girls," under Title 2 "Administration and Personnel."

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1262.

FISCAL/FINANCIAL IMPACT: The California Commission on the Status of Women and Girls (CCSWG) Women's Recovery Response has authorized the use of \$1,500 from the grant towards compensation of \$100 for each commissioner for attending one meeting per quarter during Fiscal Year 22-23 and part of Fiscal Year 23-24. Budget for the compensation funds will then be budgeted by the City in Fiscal Year (FY) 23-24 for this five-member commission.

DISCUSSION:

ATTACHMENT(S):

A. Ordinance No. 1262

ORDINANCE NO. 1262

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE ESTABLISHING A COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS AND ADDING CHAPTER 2.50 "COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS TO TITLE 2, "ADMINISTRATION AND PERSONNEL"

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

Section 1: Chapter 2.50 (Commission for the Advancement of Women and Girls) is hereby added to Title 2 (ADMINISTRATION AND PERSONNEL) of the City of South El Monte's Municipal Code to read as follows:

Chapter 2.50

COMMISSION FOR THE ADVANCEMENT OF WOMEN AND GIRLS

2.50.010 Commission created. The City hereby creates a Commission for the Advancement of Women and Girls to act in an advisory capacity to the city council in all matters pertaining to advancement of women and girls.

2.50.020 Membership. The commission shall consist of five city residents who are appointed by a majority of the city council, including one senior (55 and over) and one youth (between the ages of 16-17). No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be two years. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting.

2.50.030 Compensation of members. Each member of the commission shall be compensated at such rate as the city council may from time-to-time fix by resolution.

2.50.040 Absence from meetings. If, without cause, a member of the commission is absent from three successive meetings of the commission, other than by permission of the commission expressed in its official minutes, the office of such a member shall be deemed to be vacant and the term of such member terminated. The commission shall immediately inform the city council of such termination.

2.50.050 Absence for cause. An absence due to illness or an unavoidable absence from the city shall be deemed absence for cause if written notice thereof is sent to the commission on or before the day of any regular meeting of the commission.

2.50.060 Regular meeting. A regular meeting, as provided by law or by rule of the commission, shall be deemed a regular meeting for the purpose of this chapter. The commission, by resolution, may fix the time and place of meetings.

2.50.070 Organization. The commission shall elect its chair and vice chair from among its appointed members for a term of one year, and subject to other provisions of law, may create and fill such other offices as it may determine. The commission shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations, which record shall be a public record.

2.50.080 Purpose. The commission shall act in an advisory capacity to the city council in all matters pertaining to advancement of women and girls.

2.50.090. Powers and Duties.

- A. To accomplish its purpose, the commission may:
1. Assess and evaluate the needs and issues of women and girls in the city in order to inform and advise the city council, city departments and divisions, and other community agencies and organizations of those needs and issues.
 2. Recommend programs and/or regulations to the city council to promote and ensure equal rights and opportunities to and for women and girls in the city.
 3. To promote education on issues regarding matters involving the needs of women and girls;
 4. To review and disseminate information related to the purposes stated herein;
 5. Provide outreach information and education that empowers women to achieve self-sufficiency and self-esteem;
 6. Maintain an active liaison with groups, organizations, agencies and individuals in regard to issues related to women;
 7. Perform other duties as may be imposed upon the commission by the city council.

Section 2: The City Clerk shall certify to the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this 24th day of January 2023.

Gloria Olmos, Mayor

ATTEST

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1262, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of January 2023, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.d.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-07, AUTHORIZING THE SALE OF CITY OWNED OBSOLETE (SURPLUS) VEHICLES

SUMMARY: Staff is requesting authorization from the City Council for the sale of eleven obsolete (surplus) vehicles that are no longer used by the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-07, authorizing the sale of eleven obsolete City Vehicles and;
2. Authorize Interim City Manager or designee to hire an auction company to dispose of the obsolete vehicles.

FISCAL/FINANCIAL IMPACT: The expected salvage is approximately \$5,500. Estimated at \$500 per vehicle.

DISCUSSION: Staff is requesting authorization from the City Council for the sale of eleven obsolete vehicles (Attachment A). These vehicles are not running and are not a part of the City's daily operations.

Per Municipal Code Section 3.16.110 staff needs City Council permission for the sale of obsolete personal property that is sold for a value of more than two thousand dollars. Staff is unable to determine exactly how much funds the City will receive from the sale of the eleven obsolete vehicles. Staff's inability to determine exactly how much payment the City will receive from this sale makes it necessary that the City Council authorize the sale in case the sale exceeds two thousand dollars.

Staff intends to sell the obsolete City vehicles through an auction company. The auction company will pick up the obsolete City vehicles and sell them through their own channels, typically online or in a vehicle lot.

Staff report prepared by Jose Figueroa, Public Works Supervisor

ATTACHMENT(S): A. Vehicle List
B. Resolution No. 23-07

ATTACHMENT A

Obsolete City Vehicles

#99- 1999 Ford F-250 66,177 miles

#10- 1993 Ford E-350 174,385 miles

#4- 1996 Ford Ranger 166,129 miles

#1- 1996 Ford Ranger 196,293

K-1-2005 Kawasaki Mule 2,882 hours

P-1-2002 GEM Car Golf Cart 945 hours

P-2-2002 GEM Car Golf Cart 726 hours

#41- speedometer board

#96-1996 Rayco Stump Cutter MD#1635A 269 hours

#87-1987 CASE Loader 480LL 2,632 hours

#82-1982 F700 Dump truck 64,868

Obsolete City Vehicles – City Staff has identified 11 city vehicles that are no longer fit for service and are considered obsolete. This will be an item on an upcoming City Council agenda requesting permission to advertise an RFP to dispose of these vehicles in accordance with Municipal Code section 3.16.110 – Sale of Obsolete personal property. No bids will be accepted by city employees or contractors according to the Municipal Code. Potential bidders would be either junk yards, pick-a-parts businesses, or scrap yards.

ATTACHMENT B

RESOLUTION NO. 23-07

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE SALE OF ELEVEN OBSOLETE CITY VEHICLES

RECITALS

WHEREAS, Staff is requesting authorization from the City Council for the sale of eleven obsolete vehicles. These vehicles are not running and are not a part of the City's daily operations.

WHEREAS, Per Municipal Code Section 3.16.110 staff needs City Council permission for the sale of obsolete personal property that is sold for a value of more than two thousand dollars.

WHEREAS Staff intends to sell the obsolete City vehicles through an auction company. The auction company will pick up the obsolete City vehicles and sell them through their own channels, typically online or in a vehicle lot. For each vehicle, the auction company will charge the City a fee based on what each City vehicle requires. These fees will be deducted from the final sale price of the vehicles and the City will receive payment based on the difference between the final sale price and any fees applied.

WHEREAS Staff does not anticipate the vehicles being sold for over two thousand dollars, but due to staff's inability to determine exactly how much payment the City will receive from this sale it is necessary that the City Council authorize the sale in case the sale exceeds two thousand dollars.

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

SECTION 1. The City Council hereby authorizes the sale of the City's eleven obsolete vehicles and direct the City Manager to hire an auction company to dispose of the obsolete vehicles.

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

PASSED, APPROVED, AND ADOPTED this 24th day of January 2023.

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. 23-07, 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 24th day of January 2023, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.e.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-08, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE & GARVEY AVE AND DURFEE AVE & PECK RD - MICHAEL HUNT DRIVE

SUMMARY: Award of contract for traffic improvement projects at Lee Ave. & Garvey Ave., and Durfee Ave. & Peck Rd. at Michael Hunt Dr.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-08, awarding a PSA to Kimley-Horn and Associates, Inc. for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. Project in the amount of \$62,226.45; and
2. Authorize Interim City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The City received \$653,000.00 from Caltrans through the Highway Safety Improvements Program (HSIP) program, Cycle 10, for design and construction of the proposed project. The design phase of the project is funded through HSIP, with total funds awarded for this phase in the amount of \$73,000.00. There is no local match requirement for the project. The following is the project's anticipated cost for the design phase:

Professional Services (Kimley-Horn and Associates)	\$62,226.45
City Staff Time for Project Management	\$10,000.00
Total	\$72,226.45

Below is the design phase funding breakdown:

HSIP Cycle 10 (no local match required)	\$72,226.45
Total	\$72,226.45

DISCUSSION: The Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. Project includes traffic safety improvements including installation of protected left turn phasing (including new signal poles) at Lee Ave. and Garvey Ave. on both east and west bound approaches, as well as, the installation of new signal hardware (lenses, back-plates with retroreflective borders, mounting, size and number), new pedestrian countdown signal heads and audible push buttons at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. The project improvements will involve a total of two (2) signalized intersections throughout the City.

The primary objective of the requested professional services (design engineering services) is to have the selected engineering consultant provide complete plans, specifications, and estimates (PS&E) / Bid Package approved by all involved jurisdictional and regulatory agencies that will be ready for construction bidding for the improvements outlined in the Request for Proposal (RFP).

On October 25, 2022, the City Council authorized staff to issue a RFP for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr.

On October 26, 2022, the City issued a RFP for Professional Services for the Pavement Management Program (PMP) Update with a proposal due date of November 22, 2022. Three (3) firms submitted proposals: AGA Engineers, Inc.; Kimley-Horn and Associates, Inc.; and Lin Consulting Inc. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposals and determined that the proposal from Kimley-Horn and Associates, Inc. (Kimley-Horn) was the most qualified pursuant to the City's purchasing policy. Kimley-Horn's proposal was the most comprehensive and demonstrated the best understanding of the requested services. Kimley-Horn included more than ten (10) HSIP projects as relevant experience. Furthermore, Kimley-Horn's proposed project manager and proposed team (including a specialized subconsultant) demonstrated relevant HSIP project experience .

Staff recommends that the City Council approve a professional services agreement with Kimley-Horn and Associates, Inc., as the most qualified consultant, to provide Design

Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. Project for a total amount of \$62,226.45 and authorize the Mayor to execute the agreement.

ATTACHMENT(S):

- A. Resolution No. 23-08
- B. Technical Proposal
- C. Fee Proposal
- D. Professional Services Agreement with Kimley-Horn

ATTACHMENT A

RESOLUTION NO. 23-08

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVE. & GARVEY AVE. AND DURFEE AVE. & PECK RD. - MICHAEL HUNT DR.

WHEREAS, on October 25, 2022, the City Council authorized staff to issue a Request for Proposal (RFP) for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. Project; and

WHEREAS, on October 26, 2022, the City issued a RFP for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr. Project with a proposal due date of November 22, 2022 and received three (3) proposals; and

WHEREAS, the City staff evaluated the proposals and determined that Kimley-Horn and Associates, Inc. submitted the most qualified and comprehensive proposal to provide the subject services for the project.

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

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

SECTION 2: Upon reviewing the proposals submitted for Design Services for Traffic Signal Improvements at Lee Ave. & Garvey Ave. and Durfee Ave. & Peck Rd. - Michael Hunt Dr., the City Council hereby finds that Kimley-Horn and Associates, Inc. has submitted the most qualified proposal pursuant to the City's purchasing policy, in the amount of \$62,226.45.

SECTION 3: The City Council hereby authorizes the Mayor to take all actions necessary to effectuate and execute a professional service agreement with Kimley-Horn and Associates, Inc. in the amount of \$62,226.45, subject to the approval as to form by the City Attorney.

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

PASSED, APPROVED AND ADOPTED this 24th day of January, 2023.

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. 23-08 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 24th day of January 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



Technical Proposal for

Design Services for HSIPL-5352(021)

Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Kimley»Horn

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Cover Letter

November 22, 2022

Rene Salas
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

◆ 660 South Figueroa Street
Suite 2050
Los Angeles, CA
90017
TEL 213.261.4040

RE: Proposal to Provide Design Services for Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, HSIP Cycle 10 Improvements, HSIPL-5352(021)

Dear Ms. Salas and Members of the Selection Committee:

The **City of South El Monte** (City) is a vibrant city that is rapidly growing into a flourishing commercial and residential center. Improving the City's infrastructure is vital to supporting this growth. As the City prepares to implement traffic signal improvements at two signalized intersections, selecting the team with the right combination of local knowledge and expertise in traffic engineering design is critical.

Kimley-Horn has assembled a team that has significant relevant experience and covers the full range of skillsets needed to deliver this project. As you review our proposal, please keep in mind the following attributes Kimley-Horn can bring to the table:

Experienced Project Manager Backed by Multidisciplinary Resources. Our team will be led by **Jean Fares, P.E.**, who brings over 30 years of experience in the transportation engineering field. Jean has worked closely with numerous local municipalities in the Southern California region on various traffic signal modification projects. He will be backed by a skilled team of engineers, planners, and analysts with experience in traffic signal plans, traffic signal timing, ADA compliance, bidding/construction support, and more. We have supplemented our in-house team with **Avant-Garde, Inc.** to provide funding administration services. Our team regularly works together on similar Highway Safety Improvement Program (HSIP) projects, allowing us to collaborate with the City efficiently and effectively in completing this project without having to establish new lines of communication.

Extensive HSIP Project Experience. Kimley-Horn has completed numerous HSIP projects ranging from roadway realignments to multiple intersection corridors. We understand that being familiar with the coordination of the approval process is the key to timely completion of these projects. Our Southern California HSIP project experience includes:

- ▲ City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections
- ▲ City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits
- ▲ City of Palm Springs, Traffic Signal Improvements
- ▲ City of Culver City, Signal Upgrade and Left Turn Phasing Project
- ▲ City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials
- ▲ City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop Project
- ▲ City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System
- ▲ City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement Project
- ▲ City of Rancho Mirage, Traffic Signal Interconnect Improvements

A Partner You Can Trust. We value our partnership with the City of South El Monte. Kimley-Horn is currently working with the City on a similar project, Traffic Signal Improvements at Various Signalized Intersections, and we intend to continue building on the trust the City has placed in us. We will approach this project with the needs of the City, residents, and stakeholders in mind. We are here to serve you and will listen to your concerns and act independently while partnering with you to deliver on this project.

**Provide Design Services
for Traffic Signal Improvements at**

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Kimley-Horn is a trusted name among our clients—in fact, 90 percent of our business is from repeat clients. Any of our transportation-industry clients can attest to our ability to exceed your expectations and deliver your project on time and within budget. By choosing Kimley-Horn, the City can capitalize on our team's expertise, resources, and proven ability to put the needs of the City first. As project manager, **Jean Fares, P.E.**, will serve as your main point of contact and can be reached at 213.354.9402, jean.fares@kimley-horn.com, or the address listed on the previous page if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Jean Fares, P.E.*

Project Manager/Senior Vice President

**As Senior Vice President, Jean Fares, P.E. is authorized by Kimley-Horn to represent the firm and negotiate agreement terms and compensation.*

Kimley-Horn acknowledges that this submittal is valid for 120 days from the date of submission of November 22, 2022.





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Section 1: Approach and Scope of Work

Project Understanding

The City is looking to improve safety and operability through the installation of retroreflective signal heads, 12" vehicle heads, and pedestrian countdown signal heads at two existing signalized intersections in various locations throughout the City. One of the two signalized intersections has existing left turn lanes where protected left turn phases have been proposed and requires full traffic signal design. Per the City's Request for Proposals (RFP), the project is funded at an estimated \$653,000 by an HSIP Cycle 10 grant from Caltrans.

The City has compiled collision data history from 2015-2019 with a total of 20 collisions, four of which include pedestrians and cyclists.

The Caltrans Local Roadway Safety Manual (LRSM) outlines a systemic approach of proven safety countermeasures to address system-wide safety issues. The LRSM provides steps to calculate Benefit to Cost ratios (BCR) to determine which low-cost countermeasures could be implemented in high crash locations. Based on the collision data history and BCRs, the City has determined three countermeasures to increase safety and reduce the number of collisions.

The **first countermeasure S2: Improve Signal Hardware: Lenses, Back-Plates with Retroreflective Borders, Mounting Size, and Number of Signal Heads** includes improvements in safety for signalized intersections by installing new LED lighting, signal back plates, retroreflective tape outline on the back plates, or visors to increase signal visibility, larger signal heads, relocation of signal heads, or additional signal heads. The LRSM states that the S2 countermeasure provides better daytime and nighttime visibility and clarity of signals and reduces rear-end and right-angle collisions associated with drivers who are unable to see traffic signals sufficiently in advance of an intersection. The implementation of upgrading all vehicle head lenses to 12" LED vehicle heads and all back-plates with retroreflective borders and mountings has the potential to reduce crashes by 15% as documented in the LRSM and RFP.

The **second countermeasure S7: Signal Modification: Provide Protected Left Turn Phase (Left Turn Lane Already Exists)** includes upgrading the poles, mast arms, crosswalks, and other signing and striping to accommodate a protected left turn movement through the intersection. In addition to physical improvements, the signal timing will need to be updated for the protected left turn phase. The addition of a left turn phase reduces the number of conflicts with pedestrians crossing the intersection and oncoming traffic. The number of rear-end, sideswipe, and broadside collisions will be reduced by 30% as defined by the LRSM.

The **third countermeasure S17PB: Install Pedestrian Countdown Signal Heads** focuses on improving pedestrians' safety by installing a timer display to let pedestrians know how much time they have left to safely cross a street. The implementation of pedestrian countdown signal heads will reduce crashes by 25% as documented in the LRSM and RFP. Countermeasures S2, S7, and S17PB will have a combined BCR of 19.01. Specific improvements are further discussed in the succeeding Scope of Work section of this document. These project intersections and improvements are shown in the exhibit on the following page.

Grant administration is a key element to confirm that the City follows through with procurement. When agencies are appropriated funding, it is their responsibility to work with the administering agencies to submit the required documents as well as reimbursements requests. Funding administration involves various steps such as the tracking of all eligible and non-eligible expenditures through the project's lifespan, providing advisement on programmatic changes and updates, and building relationships with each agency granting or administering the funding. We have included **Avant-Garde, Inc.** on our team to assist with this portion of the project. Each member of Avant-Garde's staff has provided professional consultant services on similar projects in the past and is thoroughly familiar with the processes required pursuant to Caltrans Local Assistance Procedures (LAPM) and Metro funding administration procedures. Avant-Garde has successfully completed audits with Caltrans, Metro, and the Federal Highway Administration (FHWA). The documents are organized in a manner that is conducive to the auditor's review and we have cleared all the audits conducted on state-funded projects that were administered through Avant-Garde.

In addition to the design and integration of this project, Kimley-Horn understands the importance of coordination with Caltrans District 7 to assure a successful implementation of this project. Our team will verify that our submittals are complete to meet Caltrans LAPM requirements for each submission. It is further understood that this project, along with all others receiving funding under HSIP Cycle 10, are funded by state-only funds, and are also subject to the state's process for state-funded HSIP projects.

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road

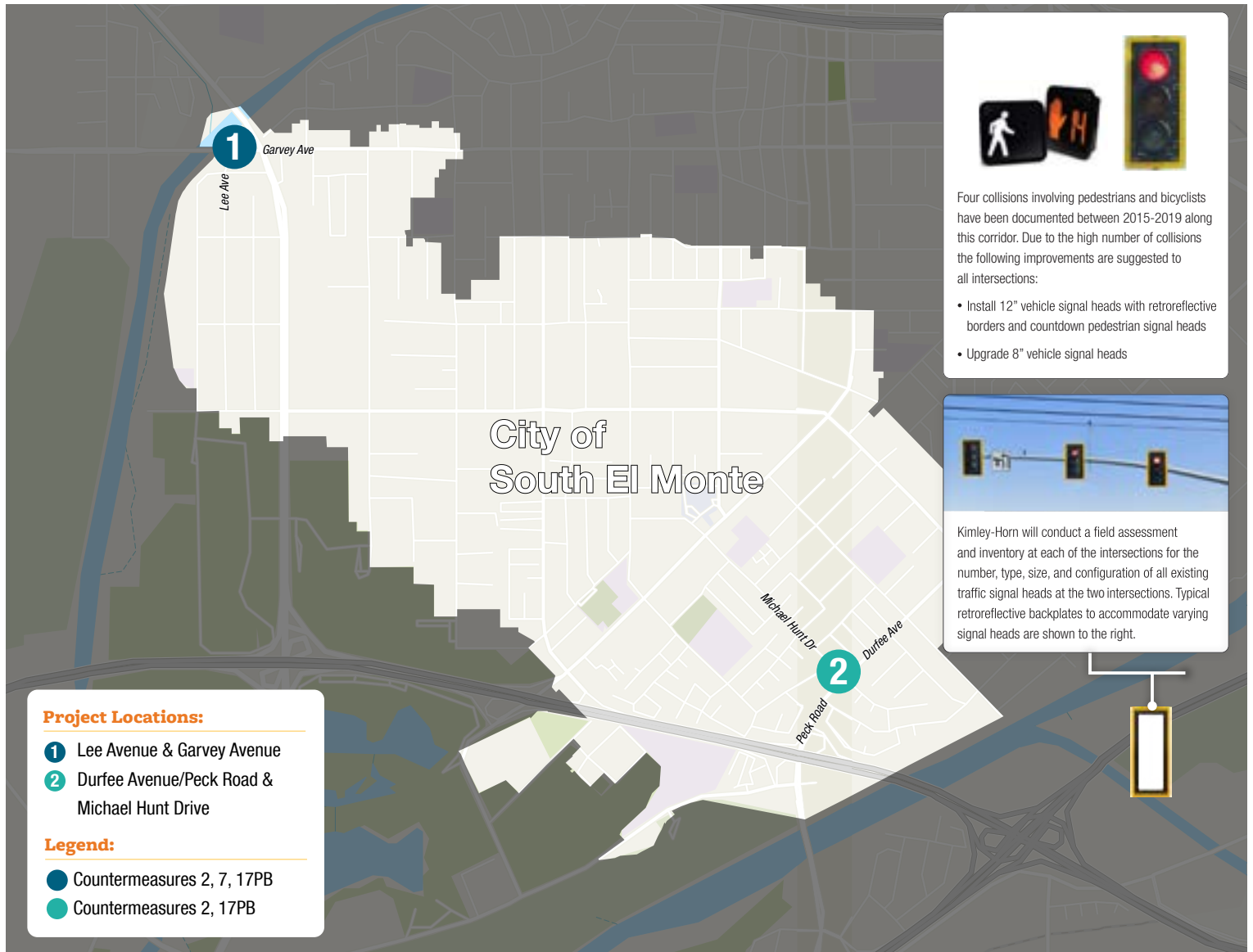


Figure 1: Vicinity Map

Project Approach

The implementation of countermeasures S2, S7, S17PB is an effective method to improve overall intersection safety through enhancements to visibility. Kimley-Horn is committed to working with the City to deliver a project that is comprehensive, timely, and cost-effective.

During an initial field observation conducted on November 15, 2022, existing signal head equipment, existing pedestrian countdown signal heads, existing 8" vehicle heads, existing ramps, and constraints that might impact the proposed design were noticed. The tables on the following pages highlight our proposed project recommendations based on this visit. Kimley-Horn will conduct a more thorough field investigations at each of the two intersections to document more detailed existing conditions.

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



The Americans with Disabilities Act (ADA) of 1990, along with its implementing regulations, and the California Government Code Sections 4450 et. Seq., prescribe that facilities shall be made accessible to persons with disabilities. Based on our review of the project recommendations and a detailed field review of both intersections, we noticed diversions from the current ADA standards at one of the two intersection locations. The California Building Code (CBC) and the California Department of Transportation's accessibility design guidance, DIB 82 "Pedestrian Accessibility Guidelines for Highway Projects" dated November 16, 2017 will be used to identify the ADA deficiencies and develop revised designs following current ADA regulations. We noted multiple corners where ADA ramps are not up to standard in the project recommendations table.

Kimley-Horn will be categorizing the intersections into two types of improvements. The first category is major traffic signal improvements which include installing countdown pedestrian signal heads and audible pedestrian push buttons, upgrading vehicle heads, installing retroreflectorized borders on backplates, installing new poles and mast arms, installing continental crosswalks and limit lines, and upgrading existing ramps to be ADA compliant. The second category is minor traffic signal improvements, which include installing countdown pedestrian signal heads and audible pedestrian push buttons, upgrading vehicle heads, and installing retroreflectorized borders on backplates.

The following intersection will require major traffic signal improvements:

- Lee Avenue and Garvey Avenue

Kimley-Horn will submit preliminary plans that will include one intersection per sheet at 1"=20' scale. The plans will show the full extent of traffic signal improvements. Base mapping within each sheet will include signal equipment, conduit runs, pull boxes, controllers, and other elements necessary to the design.

The following intersection will require minor traffic signal improvements:

- Durfee Avenue/Peck Road and Michael Hunt Drive

Kimley-Horn will submit preliminary plans that would include one intersection per sheet at 1"=20' scale. The plans will show the removal of existing signal head backplates, existing 8" vehicle signal heads, and existing pedestrian signal heads as well as the installation of retroreflective backplates, 12" LED vehicle heads, and pedestrian countdown signal heads. To reduce costs associated with plan preparation and City review, base mapping within each sheet will be kept to a minimum and will be limited to show only relevant signal equipment, conduit runs, pull boxes, controllers, and other elements unnecessary to the design will be omitted.

We have included two project samples on the following page. This provided enough context for the design, conveyed the information to the contractor, and required zero contractor change orders. For the City of Palm Springs, we installed a protected left turn lane and upgraded traffic signal equipment. For the City of Monterey Park, we drew the existing right-of-way, curb, and centerlines as a base for the design.





PROJECT RECOMMENDATIONS TABLE: Lee Ave and Garvey Ave

Major Traffic Signal Improvements

	Existing Conditions	Potential Modification and Recommendations
General	35 miles per hour (MPH) along Garvey Avenue - Video detection for eastbound, westbound, and northbound approaches. Loop detection for southbound approach. No advance detection - Faded striping at all approaches	Refurbish existing striping
Northwest Corner	General: - Non ADA compliant curb ramp  Existing Pole with 15' Mast Arm (No ID): - LED luminaire (1) 4-12" Signal head on pole and (1) 3-12" signal head on mast arm (1) Countdown pedestrian head - Video detection camera mounted to luminaire arm - Internally Illuminated Street Name Sign (IISNS) (1) Pedestrian push button Existing 1-A Pole with: (1) 3-12" Signal head on pole (1) Non countdown pedestrian head	- Upgrade to APS - Install retroreflective borders on each backplate - Install advance detection to 250' per LA County requirements - New pole and mast arm to accommodate left turn - Install protected left turn phase at existing left turn lane - Install countdown pedestrian signal head Challenges and Opportunities - Low hanging utility wires: new poles and mast arms to make clearance (see photo) 
Northeast Corner	Existing Type 15TS Pole with: - LED luminaire (1) 4-12" Signal head and (1) 3-12" signal head on pole (1) Countdown pedestrian head	- Upgrade to APS - Install retroreflective borders on each backplate
Southeast Corner	- Non ADA compliant curb ramp - Traffic signal controller cabinet  Existing Pole with 20' Mast Arm (No ID): - LED luminaire (1) Pedestrian push button (1) 3-12" Signal head on mast arm, (1) 3-12" signal head on pole - IISNS (1) Countdown pedestrian head - Video detection camera mounted to luminaire arm Existing 1-A Pole with: (1) Pedestrian push button (1) 4-12" Signal head on pole	- Upgrade to APS - Install retro-reflective borders on each backplate - Install countdown pedestrian signal head - Install advance detection to 250' per LA County requirements - New pole and mast arm to accommodate left turn - Install protected left turn phase at existing left turn lane
Southwest Corner	- Non ADA compliant curb ramp  Existing Type 15 TS Pole with: - LED luminaire (1) Pedestrian push button (1) Left arrow 3-12" signal head on mast arm, (1) 3-12" signal head on mast arm, (1) 3-8" signal head on pole - IISNS Existing Type 15 TS Pole with: - LED luminaire (1) Pedestrian push button (1) 3-12" Signal head on pole (1) Non-countdown pedestrian head	- Upgrade to APS - Install retroreflective borders on each backplate - Install countdown pedestrian signal head Challenges and Opportunities - Low hanging utility wires: new poles and mast arms to make clearance

PROJECT RECOMMENDATIONS TABLE: Durfee Ave and Michael Hunt

Minor Traffic Signal Improvements

	Existing Conditions	Potential Modification and Recommendations
General	40 MPH along Durfee Avenue/Peck Road - Loop detection for all approaches	
North Corner	General: - ADA compliant curb ramp - Traffic signal controller cabinet Existing Type 15 TS Pole with: - LED luminaire (1) Pedestrian push button (1) Left arrow 3-12" signal head on mast arm, (1) 3-12" signal head on mast arm, (1) 3-8" signal head on pole - IISNS Existing 1-A Pole with: (1) Pedestrian push button (1) 3-12" Signal head on pole (1) Non-countdown audible pedestrian signal head	- Upgrade to APS - Install retroreflective borders on each backplate - Install new 12" vehicle heads with retroreflective borders - Install countdown pedestrian signal head
East Corner	- ADA compliant curb ramp Existing Pole with 40' Mast Arm (No ID) - LED luminaire (2) 3-12" signal head on mast arm, (1) 3-8" signal head on pole (1) Non-countdown audible pedestrian signal head (1) Pedestrian push button - Retroreflective Street Name Sign (RRSNS) Existing 1-A Pole with: (1) Pedestrian push button (1) 3-8" signal head on pole (1) Non-countdown audible pedestrian signal head	- Upgrade to APS - Install retroreflective borders on each backplate - Install new 12" vehicle heads with retroreflective borders - Upgrade all 8" signal heads to 12" signal heads with retroreflective backplates - Install countdown pedestrian signal head
South Corner	- ADA compliant curb ramp - Electric service cabinet Existing Type 15 TS Pole With: - LED luminaire (1) Pedestrian push button (1) 3-12" signal head on pole (1) Non-countdown audible pedestrian signal head Existing 1-A pole with (1) Pedestrian push button (1) 3-12" signal head on pole (1) Non-countdown audible pedestrian signal head	- Upgrade to APS - Install retroreflective borders on each backplate - Install new 12" vehicle heads with retroreflective borders - Install countdown pedestrian signal head
West Corner	- ADA compliant curb ramp Existing pole with 40' mast arm (no ID) - LED luminaire (2) 3-12" Signal head on mast arm, (1) 3-12" signal head on pole (1) Non-countdown audible pedestrian signal head (1) Pedestrian push button - IISNS Existing 1-A pole with (1) Pedestrian push button (1) 3-12" Signal head on pole (1) Non-countdown audible pedestrian signal head	- Upgrade to APS - Install retroreflective borders on each backplate - Install new 12" vehicle heads with retroreflective borders - Install countdown pedestrian signal head

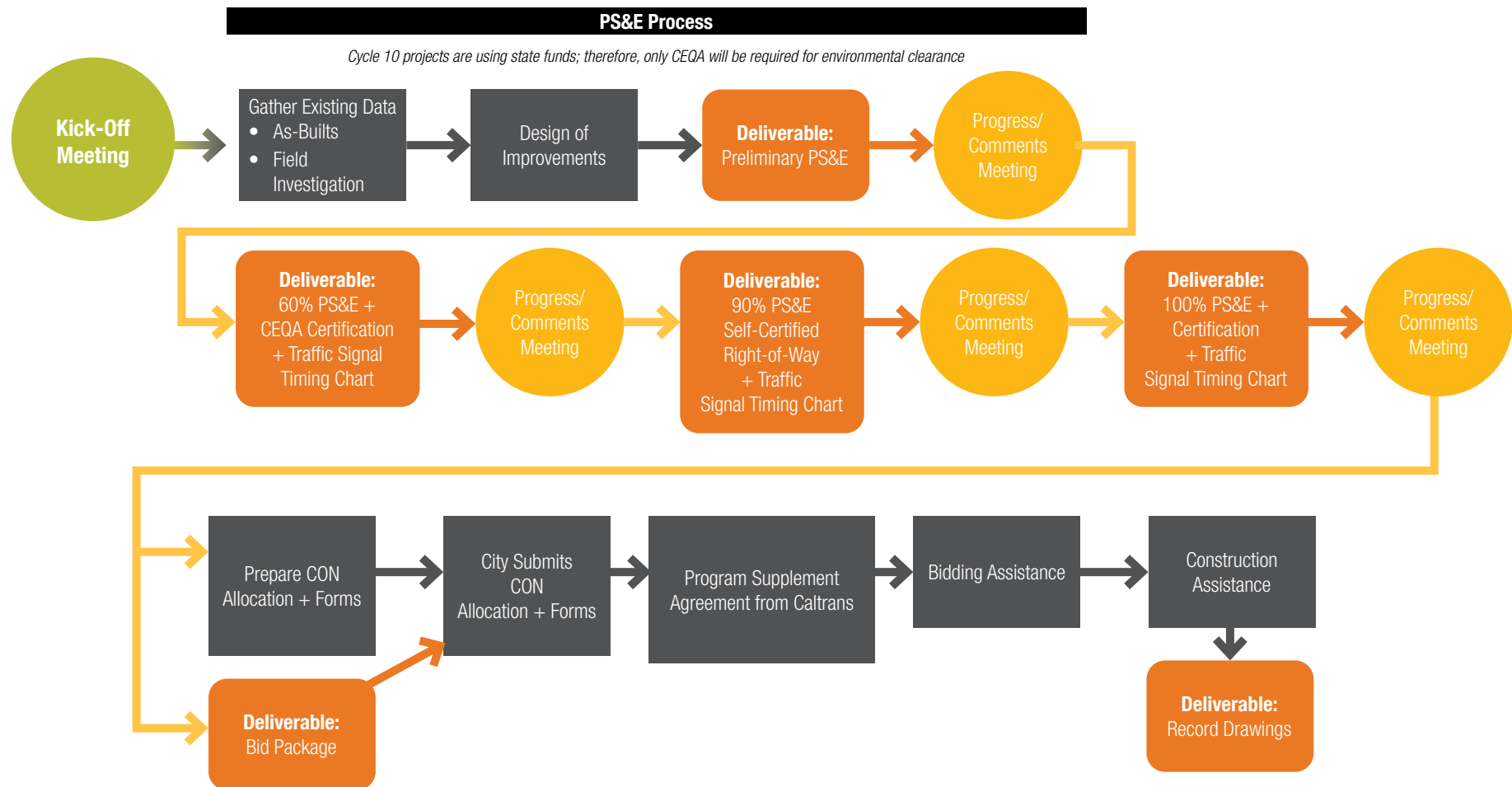
Proposal to
**Provide Design Services
 for Traffic Signal Improvements at**

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Project Methodology

The flowchart below illustrates the methodology and techniques our team will employ for this project.



Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Quality Control

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality control/quality assurance (QC/QA) manual that every contract manager and task manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our client's needs. There will be no learning curve relative to quality for the Kimley-Horn team. Our QC/QA program is based on the philosophy that:

- ▲ **Quality is achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully
- ▲ **Quality is controlled** by assigning a manager to evaluate all work and procedures followed while providing the services
- ▲ **Quality is secured** through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts
- ▲ **Quality is verified** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development

Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures:

- ▲ The project manager will be responsible for being thoroughly familiar with requirements and will be given the authority to direct the project team and call upon our corporate resources, as required, to satisfy the project needs
- ▲ An internal "kick-off" meeting will be held with key individuals assigned to the task to clearly define the scope of services and establish the schedule
- ▲ Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- ▲ Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a project decision will be documented
- ▲ Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bimonthly full team meetings



Schedule and Budget Control

Kimley-Horn understands the importance of meeting the City's schedule and is committed to completing this project on time. Our confidence in being able to meet the City's timeline is attributed to our stringent approach to schedule control. We understand that schedule control must begin with a clear understanding of the scope of work and budget as well as the subsequent preparation of a detailed schedule that includes milestone completion dates, critical path items, and risks for interim deliverables. We maintain a detailed, integrated Management Information System (MIS), designed primarily to focus on schedule control. MIS tracks both effort and performance by recording time spent and percent of projects completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments reasonably necessary to maintain project schedules.

Budget control is achieved through two independent processing systems integrated into the MIS, providing a complete financial and reporting overview of each individual task as well as the entire project. Our project managers receive detailed status reports twice a month but can also access the system and obtain real time information on an ongoing basis. This level of tracking controls task budgets, allowing us to keep our clients fully informed of all administrative aspects of each task at a moment's notice.



Document Control

We utilize a redundant document control system in which both hard and electronic copies of project deliverables and significant project communications are filed and tracked by project number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate project records and respond to your requests in a timely fashion.

Scope of Work

Our scope of services includes the following key tasks:

- | | | |
|----------------------------|-------------------------------------|---|
| 1. Project Management | 4. Plans, Specifications, and | 6. Prepare Record Drawings (As-Built) |
| 2. Utility Coordination | Estimate (PS&E) | 7. Prepare Traffic Signal Timing Charts |
| 3. Preliminary Engineering | 5. Bidding and Construction Support | |

Task 1: Project Management

This task will consist of project coordination with the team, administration, and set up and attendance at project meetings. Kimley-Horn's administration efforts include initial development and maintenance of project schedule, work plan, budget, and filing system and process monthly invoices/progress reports. We will create and maintain a detailed schedule, updating it as needed to manage the project, and as requested by the City.

Kimley-Horn will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introduction, discuss scope of work, information needed from various City departments, overall schedule, and the implementation process. After the kick-off meeting, bi-weekly progress meetings will be scheduled as well as meetings to review the preliminary design, 60%, 90%, and 100% submittals with City staff. Any difficulties that may impede progress will be communicated, resolved, and expedited to ensure all deadlines are met on time.

Task 1 Deliverables

- Attendance at project meetings
- Electronic copy of meeting agendas and meeting minutes
- Schedule updates at each submittal milestone (60%, 90%, 100%)

Task 2: Utility Coordination

Task 2.1: Utility Coordination

This task includes collecting data and information from the City, coordination with utility companies, and a field reconnaissance at one intersection. Kimley-Horn will coordinate with the City to collect existing data for the design. Sample data that will be requested includes, but is not limited to, the following:

- Utility contacts
- Existing as-builts pertinent to the project within the project vicinity including, but not limited to, existing traffic signal, roadway, and communication as-builts
- Available electronic signal plans

Kimley-Horn will perform utility coordination for the project. Record base maps of the utility companies will be requested, and we will notify the various agencies and request that if they plan to install new facilities within the project area that they coordinate with the City as soon as possible. Utility records will be scanned and catalogued as they are received. Utility information will be incorporated into the project base map. Kimley-Horn will review and analyze received utility record plans to identify potential conflicts with the proposed improvements. A matrix will be created to track which utility companies have been contacted, which utility documentation has been received, and which utility documents have been implemented into the plan. Preliminary and final plans will be sent to all affected utility companies to communicate our improvements and further minimize any utility conflicts that may occur during construction.

Kimley-Horn will coordinate with utilities up to the start of construction to facilitate the adjustment and relocation of their facilities if necessary. It is assumed that utility coordination will transfer to another responsible party at the start of construction.



Task 2.2: Potholing (Optional)

If deemed necessary, Kimley-Horn will team with a potholing subconsultant who will provide the following:

- Underground utilities at potential conflict locations to determine their horizontal and vertical location for clearance and connection points or conflicts for underground improvements such as gas lines and other utilities, and to determine the location of proposed traffic signal pole foundations
- Repair existing improvements in-kind because of potholing. This includes repair of asphalt concrete and PCC. They will perform up to eight potholes. Vac-X or similar potholing method will not be used over gas mains. The potholing information and plan will be submitted to the City after task completion
- Pull a no-fee encroachment permit, notify underground service alert, and provide standard traffic control during potholing operation

Task 3: Preliminary Engineering

Kimley-Horn will be working with **Avant-Garde** to prepare the Categorical Exception documents and coordinate with the City to receive approval. As this project is state funded as part of HSIP Cycle 10, local HSIP projects must meet the requirements of the CEQA. Based upon our preparation of environmental documentation for similar projects and a review of the project as presented in the RFP, Kimley-Horn anticipates that the project will be categorically exempt under CEQA Guidelines Section 15301 – Existing Facilities. The Notice of Exemption (NOE) will include a brief project description and analysis/explanation as to why this exemption under California Environmental Quality Act (CEQA) Guidelines Section 15301 is appropriate and confirm that no exceptions or unusual circumstances exist. Kimley-Horn will file the NOE with the County Clerk.

Kimley-Horn understands the project will be completed within the public right-of-way. The project will not require any utility relocation or right-of-way acquisition or easements. Kimley-Horn will perform research and compile all available right-of-way maps, assessor parcel maps, and easement information within project limits. The right-of-way information will be shown on the plans. Any Temporary Construction Easements (TCEs) will be obtained by the City from adjacent property owners and the consultant shall show them on the plans.

Kimley-Horn will review base data documents including as-built improvement plans, utility information, survey information, and other available record data.

Kimley-Horn will conduct field investigations at each of the intersections to document existing street and traffic signal equipment and assess existing conditions to identify any necessary upgrades. Topographic survey will not be required for ADA ramp design.

Kimley-Horn will prepare preliminary engineering plans for each intersection that show tentative traffic signal improvements. Plans will be completed in AutoCAD Version 2022 and will be presented with one intersection per plan sheet at scale 1"=20'.

The following intersection will require major traffic signal improvements:

- Lee Avenue and Garvey Avenue

The traffic signal improvement plans for the intersection above will include signing and striping and other traffic signal upgrades necessary for the upgraded traffic signal operations, such as new traffic signal cabinets, controllers, battery back-up systems, poles, mast arms, luminaire arms, audible pedestrian push buttons, countdown pedestrian heads, 12" signal heads, retroreflective borders on backplates, continental crosswalks and limit lines, ADA curb ramps, and conduits.

The following intersection will require minor traffic signal improvements:

- Durfee Avenue/Peck Road and Michael Hunt Drive

The traffic signal improvement plans for the intersection above will include the installation of retroreflective backplates, 12" signal heads, countdown pedestrian signal heads, and audible pedestrian push buttons.

A preliminary engineer's Opinion of Probable Construction Cost (OPCC) will be developed on Microsoft Excel based on the preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Kimley-Horn will prepare technical specifications on Microsoft Word. The base documents that the technical specifications will be based on the City of South El Monte Traffic Signal Specifications and Standard Specification for Public Works Construction ("Greenbook").

Task 3 Deliverables

- Preparation of CEQA Categorical Exemption
- Preliminary Engineering Plans in PDF electronic format (Two sheets)
- OPCC in PDF electronic format
- Preliminary Technical Specifications in PDF electronic format

Task 4: Plans, Specifications, & Estimate (PS&E)

Task 4.1: 60% PS&E Package

Based on one set of non-conflicting comments on the Preliminary Plans, Kimley-Horn will advance the construction documents to a 60% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 60% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The Engineer's OPCC and Technical Specifications will be updated based on the City's comments.

We anticipate the following plan sheet counts for the project:

- Cover Sheet (One sheet)
- Notes, Legends, and Construction Details (One sheet)
- Traffic Signal Improvement Plans (Two sheets)
- Curb Ramp Detail Sheets (One sheet)
- Estimated Total Sheets (Five sheets)

We do not anticipate the following sheets to be part of the design at any stage of the project:

- Signing and Striping Plans
- Civil Improvements
- Communication Plans
- Street Lighting Plans

Task 4.1 Deliverables

- One set of 60% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 60% OPCC in PDF electronic format

Task 4.2: 90% PS&E Package

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The Engineer's OPCC and Technical Specifications will be updated based on the City's comments.

Task 4.2 Deliverables

- One set of 90% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 90% OPCC in PDF electronic format

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Task 4.3: 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the Final submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, OPCC, and technical specifications. A license professional engineer will stamp and sign all plan sheets for this submittal.

Task 4.3 Deliverables

- One set of 24"x36" hardcopy 100% plans with wet signed mylars and in .dwg format
- One set of hardcopy technical specifications, electronic PDF, and electronic Microsoft Word format
- 100% OPCC in electronic PDF and Microsoft Excel format

Task 4.4: Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization

As this is a HSIP Cycle 10 project, Caltrans LAPM forms for PSE Certification and E-76 Construction Authorization is not required.

Kimley-Horn will be working with Avant-Garde to prepare and submit right-of-way self-certification forms as well as prepare and submit construction allocation request and other documents for Caltrans.

Avant-Garde understands federal and state requirements, funding administration, and the complex diversity of Southern California. They are uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant, deliver a variety of grants, deliver reports and documents for projects from inception to conclusion, and administer federal, state, and regional required submittals and reporting.

Task 4.4 Deliverables

- Right-of-way self-certification package
- Construction allocation package

Task 5: Bidding and Construction Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will attend the pre-bid meeting and assist City staff and/or potential contractors in answering pre-bid questions, and interpretations of the plans and specifications. Kimley-Horn will log those questions and provide responses to requests for information (RFI) during the bidding phase and prepare project addenda.

Kimley-Horn will also assist with coordination and support during the construction stages of the project. Kimley-Horn will attend the pre-construction meeting and address items for the construction management team to be aware of. Kimley-Horn will be involved during construction stages by responding to RFIs, reviewing and responding to all submittals, and reviewing any proposed changes by the contractor during construction. We will attend up to five construction progress meetings or field meetings.

Task 5 Deliverables

- Prepare up to two project addenda
- Response to pre-bid questions
- Response to RFI and questions during bidding phase
- Response to RFIs and submittal reviews
- Attendance of up to five meetings
 - Pre-construction
 - Job walk
 - Jobsite

Task 6: Prepare Record Drawings (As-Builts)

Kimley-Horn will prepare record drawing as-builts within 20 days after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD, and PDF electronic files will be sent to the City.

Task 6 Deliverable

- Record drawings in PDF electronic format



Task 7: Prepare Traffic Signal Timing Charts

Kimley-Horn will prepare updated traffic signal timing sheets for the following intersections:

- Lee Avenue and Garvey Avenue
- Durfee Avenue/Peck Road and Michael Hunt Drive

The updated timing sheets will include proposed signal timing parameters such as minimum bicycle greens, all-red times, walk times, flashing don't walk times, and yellow times. For each intersection, recommended phase timing parameters will be calculated by referencing the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and recent aerial imagery measurements. For the intersection with new protected left turn phases, the phase diagram on the updated traffic signal timing sheet will be updated to reflect the new phasing. The format of the updated timing sheets will be consistent with the proposed traffic signal controller software type.

Task 7 Deliverable

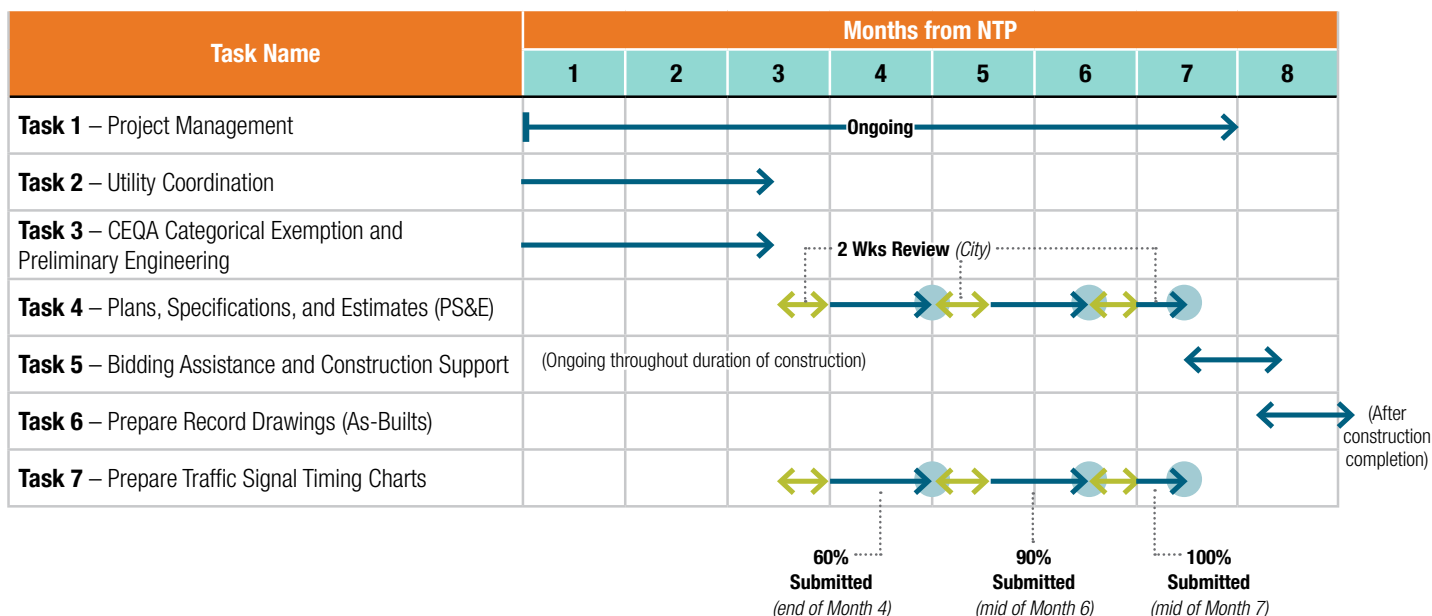
- Updated traffic signal timing sheets in electronic Microsoft Excel and PDF format





Section 2: Schedule

Our draft project schedule, highlighting project tasks, durations, start and completion dates, and time allocations for City and other agency review, is provided below. This schedule assumes a Notice to Proceed (NTP) of February 6, 2023. It is our intent to review this schedule with the City at the start of the project and make any desired adjustments and track the project work as a progress schedule by providing regular updates.





Section 3: Project Team, Key Personnel, and Resumes

Project Team

Our team will be led by **Jean Fares, P.E.**, a successful Kimley-Horn project manager with over 30 years of experience in traffic and transportation engineering in Southern California. Jean will coordinate with the City's project manager to execute the scope of work. He will take the lead in preparing all individual task assignments with staff and will personally manage the overall project, schedule, and deliverables, projecting one point of contact for the City.

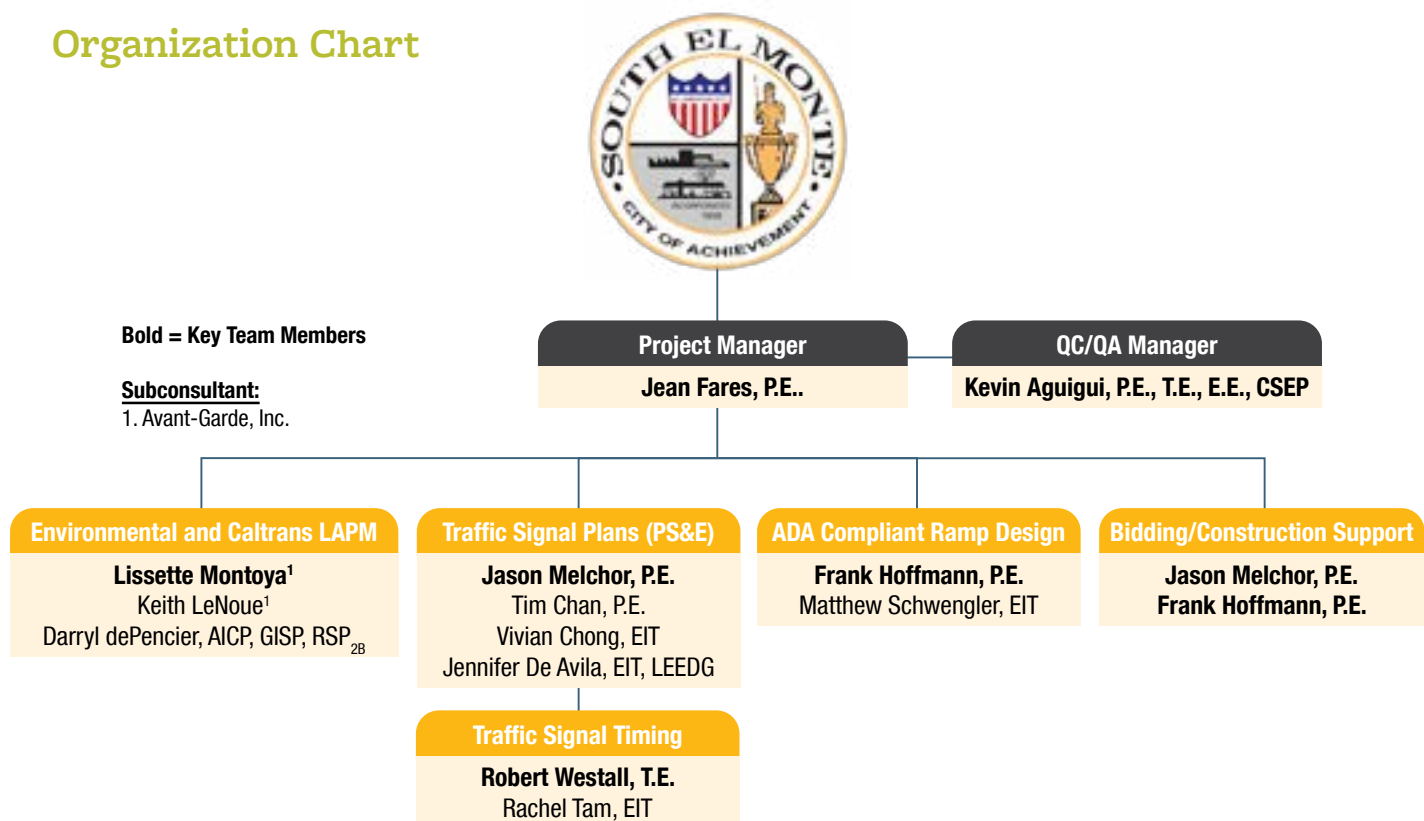
Jean understands how important effective project management is to the success of a project. That's why, for this project, he will implement Kimley-Horn's proven fundamentals for project management, consisting of:

- Developing a clear understanding of the task to be accomplished (carefully determining what services we will deliver)
- Developing a comprehensive work plan and schedule to accomplish the task goals
- Setting weekly and monthly milestones that support the larger milestones
- Maintaining regular coordination with the project team to discuss any technical issues and provide updates on milestone progress
- Engaging with stakeholders during early stages in the project and foster community support for the project by understanding and addressing public concerns up front

Jean will be supported by the following key staff members: **Kevin Aguigui, P.E., T.E., E.E., CSEP**, who offers more than 32 years of experience in the transportation industry; **Jason Melchor, P.E.**, who brings over 24 years of experience in transportation engineering; **Darryl dePencier, AICP, GISP, RSP_{2B}**, who comes with 15 years of transportation planning experience; **Frank Hoffmann, P.E.**, who has over 37 years in transportation planning, design, and construction; and **Lisette Montoya** and **Keith LeNoue**, staff members of our subconsultant **Avant-Garde, Inc.** who have more than 20 years of combined experience in funding administration. This core team will be supported by additional, well-qualified engineers and analysts with direct experience working on similar HSIP projects for other local Southern California agencies.

The organizational chart below delineates the roles and responsibilities of both Kimley-Horn's key personnel and subconsultant staff. Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City's project manager. Resumes that highlight the experience and qualifications of our key personnel are provided starting on page 19.

Organization Chart



Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road

Key Personnel Resumes



Jean Fares, P.E.

Project Manager

Jean has 32 years of experience—including 28 years at Kimley-Horn—with the planning and design of traffic and transportation projects throughout California and the western U.S. As a registered Professional Engineer in California, he has provided traffic signal design at over 2,000 locations, signal system design at over 1,500 locations, and traffic signal timing at over 2,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, transportation management plans (TMP), and traffic control plans. Jean also has extensive experience in applying traffic engineering, Intelligent Transportation Systems (ITS) technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Professional Credentials

- Bachelor of Science, California State Polytechnic University, Pomona
- Professional Engineer in California #TR2097
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA – Project Manager**
- **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA – Project Manager**
- **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA – Project Manager**
- **City of Culver City, Signal Upgrade and Left Turn Phasing Project (HSIP Project), Culver City, CA – Project Manager**
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA – Project Manager**
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA – Project Manager**
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA – Project Manager**
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA – Deputy Project Manager**
- **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes (HSIP Project), Thousand Oaks, CA – Project Manager**
- **City of San Marino, Los Robles Avenue Traffic Signal Improvement and Interconnect, San Marino, CA – Project Engineer**
- **City of Glendale, Smart Corridor-San Fernando Road, Glendale, CA – Project Manager**
- **Los Angeles County, Pomona Valley Advanced Traffic Management and ITS Project, Pomona Valley, CA – Project Manager**
- **Los Angeles County, Colima Road and Fullerton Road ITS and Street Improvements, Los Angeles County, CA – Project Manager**
- **Los Angeles County, Nogales Street Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager**
- **Los Angeles County, Woodruff Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager**
- **Los Angeles County, Marine Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager**
- **City of Burbank, Buena Vista Street and Winona Avenue Improvements, Burbank, CA – Project Manager**
- **City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA – Project Manager**
- **City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA – Project Director**
- **City of Long Beach, Long Beach Boulevard Traffic Signal System Projects, Long Beach, CA – Project Manager**
- **City of Whittier, Whittier Boulevard Traffic Signal System Projects, Whittier, CA – Project Manager**
- **Coachella Valley Association of Governments (CVAG), Traffic Signal Synchronization Project, Coachella Valley, CA – Project Manager**
- **City of Palmdale, On-Call Traffic Signal Design Services, Palmdale, CA – Project Manager**

Provide Design Services for Traffic Signal Improvements at

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Kevin Aguigui, P.E., T.E., E.E., CSEP

QC/QA Reviewer

Kevin is a Senior Electrical and Systems Engineer with extensive hands-on experience in ITS, transportation engineering, and electrical systems design. His main focus is in the areas of ITS, transit ITS, security and surveillance systems, communications networks, traffic engineering and design, adaptive control systems and transit signal priority systems. He has planned, designed, implemented, and integrated numerous ITS systems that have included advanced transportation controllers, CCTVs, VMS, detection systems, security and surveillance systems, real-time transit information systems, wireless networks, local and wide area networks, and electrical distribution systems. He has conducted numerous technology evaluations, prepared several ITS strategic and master plans, and conducted systems integration for many different types of networks and systems. He has implemented and integrated all forms of communications networks including configuration and testing of field elements and network equipment for both wired and wireless systems.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii at Manoa
- Certificate with Distinction, Telecommunications and Network Engineering, UC Berkeley Extension
- Professional Engineer in California #48732 (Civil), #1781 (Traffic), #19888 (Electrical)
- Certified Systems Engineering Professional #00156

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA – QC/QA Manager**
- **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA – QC/QA Reviewer**
- **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA – QC/QA Reviewer**
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA – QC/QA Reviewer**
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA – QC/QA Reviewer**
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA – Project Engineer**
- **LA Metro, Expo Metro Line Construction Authority, Design of LRT Phase 2 - Stage B, Los Angeles, CA – Systems Engineer**
- **City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA – QC/QA Reviewer**
- **Port of Long Beach, Gerald Desmond Bridge Design-Build (D-B) Project, Long Beach, CA – Electrical and Systems Engineer**
- **City of Santa Clarita, ITS Phases II - VII Projects, Santa Clarita, CA – QC/QA Reviewer**
- **City of Stockton, Miner Avenue and Filbert Street Traffic Signal Installation, Stockton, CA – Principal-in-Charge**
- **City of Stockton, Davis Road and Wagner Heights Road Traffic Signal Installation, Stockton, CA – Principal-in-Charge/QC/QA Reviewer**
- **City of Walnut Creek, Adaptive Traffic Signal System, Walnut Creek, CA – Project Manager**
- **City of Dublin, Citywide Traffic Signal Communications Inventory, Dublin, CA – QC/QA Reviewer**
- **City of Santa Clara, De La Cruz Boulevard, El Camino Real, and Scott Boulevard Traffic Signal Interconnect and Coordination Project, Santa Clara, CA – Project Manager**
- **City of Santa Clara, Bowers Avenue Traffic Signal Interconnect, Santa Clara, CA – Project Manager**
- **City of Santa Clara, Benton Street at Pomeroy Avenue Intersection Improvements and Signal Interconnect Project, Santa Clara, CA – Project Manager**

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Jason Melchor, P.E.

Traffic Signal Plans (PS&E); Bidding/Construction Support

Jason is a professional engineer with 24 years of experience in traffic engineering and transportation planning. He has worked with clients in Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties on traffic engineering projects such as traffic signal designs, signing and striping, traffic control, and signal interconnect design plans. He has prepared traffic impact studies and performs technical analyses for a variety of transportation planning projects including transit analysis and circulation studies. Jason recently completed signal upgrades for 224 intersections in San Bernardino.

Professional Credentials

- Bachelor of Science, Civil Engineering, Specialization in Transportation, University of California, Irvine
- Professional Engineer in California #65218
- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

Relevant Experience

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA** – Traffic Signal Plans Task Lead
- **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA** – Project Engineer
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA** – Project Engineer
- **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA** – Project Engineer
- **City of Culver City, Signal Upgrade and Left Turn Phasing (HSIP Project), Culver City, CA** – QC/QA Reviewer
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA** – Project Engineer
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA** – Project Engineer
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA** – Project Engineer
- **City of Orange, Glassell Street Traffic Engineering Services (HSIP Project), Orange, CA** – Project Manager
- **City of Orange, Glassell Street at Palmyra Avenue Traffic Signal Improvements (HSIP Project), Orange, CA** – Project Manager
- **City of Pasadena, Pasadena SAFETEA-LU System Manager, Pasadena, CA** – Project Engineer
- **City of Burbank, Riverside Fiber-Optic Improvements, Burbank, CA** – Project Engineer
- **City of Ontario, City Municipal Fiber-Optic Network, Ontario, CA** – Project Engineer
- **City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA** – Project Engineer
- **LA Metro, Expo Metro Line Construction Authority, Design of LRT Phase 2 (Stage B), Los Angeles, CA** – Project Engineer
- **City of Jurupa Valley, Flashing Yellow Arrow Signal Modifications at 10 Intersections, Jurupa Valley, CA** – Project Manager
- **City of Jurupa Valley, Pedley Road at Jurupa Road Intersection Improvements, Jurupa Valley, CA** – Project Manager
- **City of Industry, On-Call Traffic Engineering Services, Industry, CA** – Project Manager
- **City of Eastvale, Systemic Safety Analysis Report, Eastvale, CA** – Project Engineer
- **City of Santa Clarita, ITS Phases II through VII Projects, Santa Clarita, CA** – Project Engineer
- **City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- **OCTA, Traffic Signal Synchronization Master Plan, Orange County, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation Project, Newport Beach, CA** – Project Manager

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Frank Hoffmann, P.E.

*ADA Compliant Ramp Design Task Lead;
Bidding/Construction Support*

Frank has more than 37 years of diverse experience in civil design and construction management. Project types include private, local, state, and federal working with roadway design and improvement, utility design, water resources, drainage design, airport construction, private and commercial development, and more. His responsibilities include project management, work plan preparation, cost estimating, contractor selection, scheduling and oversight, design specification development, resource allocation, technical and final report preparation and review, quality control (QC/QA), trouble-shooting, negotiation/approval of field changes, and client relations.

Professional Credentials

- Bachelor of Science, Civil Engineering, Fachhochschule Rheinland-Pfalz
- Professional Engineer in California #61839
- American Society of Civil Engineers (ASCE), Member

Relevant Experience

- **City of Cathedral City, Professional Engineering Services for Date Palm Drive and Varner Road HSIP Safety Improvements (HSIP Project), Cathedral City, CA** – Project Manager
- **City of Palm Springs, On-Call Civil Engineering Services, Palm Springs, CA** – Project Manager
- **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA** – Project Engineer
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA** – Project Engineer
- **City of Beaumont, I-10/Pennsylvania Avenue Widening, Beaumont, CA** – Lead Roadway Engineer
- **City of Ontario (Lewis Group), Ontario Ranch Road Widening Project, Ontario, CA** – Project Manager
- **County of Riverside, I-10 Bypass PA&ED, Riverside, CA** – QC/QA Reviewer
- **SANDAG, Mid-Coast Light Rail Transit project - 100% Final Design Phase, San Diego, CA** – Civil Project Manager
- **City of Perris, Patterson Avenue and Webster Avenue Widening, Perris, CA** – Lead Roadway Engineer
- **City of Barstow, Replacement of North 1st Avenue Bridge, Barstow, CA** – Senior Roadway Engineer
- **City of Corona, McKinley Street Grade Separation, Corona, CA** – Lead Roadway Engineer
- **Western Riverside County Council of Governments (WRCOG), On-Call, Riverside, CA** – Project Engineer
- **County of Riverside, Van Buren Road Widening, Riverside County, CA** – Lead Roadway Engineer
- **Jamul Indian Village, SR 94 Campo Road Widening, Jamul, CA** – Lead Roadway Engineer
- **LA Metro, SR 138 Corridor PA&ED, North Los Angeles County, CA** – Deputy Project Manager
- **Riverside County, Mission Boulevard Bridge Replacement, Riverside County, CA** – QC/QA Reviewer
- **Maricopa County DOT, 7th Street Widening, Maricopa County, AZ** – Project Manager
- **Riverside Transit Authority, Design of the Promenade Mall Mobility Hub, Temecula, CA; Riverside County, CA** – QC/QA Reviewer
- **City of Santa Monica, Expo Phase II Bike Path, Santa Monica, CA** – Project Manager
- **SANDAG, Bus on Shoulder (BOS) BRT Demonstration, San Diego, CA** – QC/QA Reviewer
- **City of Agoura Hills, Agoura Road Widening Project (Complete Streets), Agoura Hills, CA** – Lead Roadway Engineer
- **City of Calabasas, Mulholland Highway Master Plan, Calabasas, CA** – Lead Roadway Engineer
- **City of San Diego, I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – QC/QA Reviewer
- **Caltrans District 11, I-5 North Coast PA&ED and PS&E, San Diego, CA** – Senior Roadway Engineer
- **Caltrans District 11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – QC/QA Reviewer
- **City of Agoura Hills, US 101 and Palo Comado Canyon Road PA&ED, Agoura Hills, CA** – QC/QA Reviewer

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Robert Westall, T.E.

Traffic Signal Timing Task Lead

Robert has more than four years of experience in ITS planning and design. He has worked on projects including traffic signal design, signal retiming projects, TMC design, and communication networks. Additionally, Robert has experience working for the City of San Jose's Department of Transportation managing traffic signal operations, maintaining traffic operation devices, and completion of the City's TMC.

Professional Credentials

- Master of Science, Water Resources, San Jose State University
- Bachelor of Science, Civil and Environmental Engineering, California State University, Sacramento
- Traffic Engineer in California #TR2919

Relevant Experience

- **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA** – Project Analyst
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA** – Project Analyst
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA** – Project Analyst
- **AC Transit, East Bay Bus Rapid Transit Signal Timing, Oakland, CA** – Project Analyst
- **City of San Jose, 2018-19 TFCA Signal Retiming, San Jose, CA** – Project Analyst
- **City of Lincoln, ITS Master Plan, Lincoln, CA** – Project Analyst
- **City of Sacramento, Downtown Traffic Signal Upgrade, Sacramento, CA** – Project Analyst
- **City of Sunnyvale, El Camino Real Traffic Signal Feasibility, Sunnyvale, CA** – Project Analyst
- **City of South San Francisco, Adaptive Traffic Control System, South San Francisco, CA** – Project Analyst
- **City of Hayward, High-Speed Fiber Optic Network Installation Project, Hayward, CA** – Project Analyst
- **Port of Oakland, GoPort FITS: Freight Intelligent Transportation System, Oakland, CA** – Project Analyst
- **City of Stockton, ITS Master Plan, Stockton, CA** – Project Analyst

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Lissette Montoya

Funding Administration



Professional Credentials

- Master of Arts, Business Administration, California State Polytechnic University, Pomona
- Bachelor of Science, Business Management, California State Polytechnic University, Pomona

Lissette has more than 20 years of comprehensive experience in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Lissette is the Vice-President and CFO of Avant-Garde. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Lissette directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Lissette has assisted various agencies in performing a variety of analyses and studies to identify state and federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, Avant-Garde has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$483.1 million in funding for government agencies.

Relevant Experience

- **City of Bell Gardens, HSIP Cycle 8, Bell Gardens, CA** – Funding Manager
- **City of Commerce, HSIP Cycle 7, Commerce, CA** – Funding Manager
- **City of Lynwood, HSIP Cycle 5, Lynwood, CA** – Funding Manager
- **City of Manhattan Beach, HSIP Cycle 5, Manhattan Beach, CA** – Funding Manager
- **City of Monterey Park, HSIP Cycle 9, Monterey Park, CA** – Funding Manager
- **City of South El Monte, HSIP Cycle 9, South El Monte, CA** – Funding Manager
- **City of Industry, SR 57/SR 60 Confluence, Industry, CA** – Project/Funding Manager
- **City of Industry, Local Highway Bridge Program, Industry, CA** – Project/Funding Manager
- **City of Industry, Lemon Avenue Interchange, Industry, CA** – Project/Funding Manager
- **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA** – Project/Funding Manager
- **City of Temple City, Rosemead Boulevard Beautification and Enhancements, Temple City, CA** – Funding Manager
- **Caltrans Local Assistance Process for various projects and various agencies including:** South El Monte, Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, Temple City, West Covina, and Ventura

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Keith LeNoue

Funding Administration



Professional Credentials

- Master of Arts, Business Administration, Azusa Pacific University
- Bachelor of Arts, Business Management, Azusa Pacific University

Keith has over three years of experience in administrative and municipal program services and contract administration. As a Program Coordinator, Keith's main responsibilities include fund administration, grant research and writing, community outreach support, and program management services. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various projects. Keith assists clients by identifying federal and state fund allocation balances, assisting in determining eligible projects, and providing advisement of program requirements. He is experienced in issues impacting City governments and has developed experience in contract administration. His responsibilities have included interfacing with federal, state, and local agencies to define, develop, and manage project scopes, schedules, cooperative agreements, and overall project management to ensure projects are delivered on time and on schedule. Keith has experience in preparing documents in accordance with the Local Assistance Procedures Manual for federally funded projects. He assists with processing documentation for projects to obtain Caltrans authorizations and reimbursement requests.

Relevant Experience

- **City of South El Monte, Signal Modifications at Various Intersections HSIP Cycle 7, South El Monte, CA** – Funding Manager
- **City of Bell Gardens, Citywide Safety Improvements ATP, Bell Gardens, CA** – Funding Manager
- **City of Bell Gardens, HSIP Cycle 8 Various Improvements ATP, Bell Gardens, CA** – Funding Manager
- **City of Industry, Azusa Bridge Repainting, Industry, CA** – Funding Manager
- **City of Alhambra, HSIP Cycle 9 Improvements, Alhambra, CA** – Funding Manager
- **City of El Monte, Santa Anita Avenue Active Transportation CIP, El Monte, CA** – Funding Manager
- **City of South El Monte, Signal Modifications at Various Intersections HSIP Cycle 7, South El Monte, CA** – Funding Manager
- **City of Couth El Monte, HSIP Cycle 9 Improvements, South El Monte, CA** – Funding Manager
- **City of Rosemead, Santa Anita/Fern/Elliott Street Improvement and Traffic Signal, Rosemead, CA** – Funding Manager
- **City of Montebello, Montebello Way Traffic Signal Improvement HSIP, Montebello, CA** – Funding Manager
- **Caltrans Local Assistance Process for various projects and various agencies including:** South El Monte, Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, Industry, La Canada Flintridge, La Mirada, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Placentia, Pico Rivera, Rosemead, Santa Monica, Temple City, West Covina, and Ventura



Section 4: Company Qualifications

Kimley-Horn's Qualifications

Firm Profile

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm with 109 nationwide offices employing over 6,600 staff members who provide a comprehensive range of services to public and private clients across the nation.

We were founded by experts in traffic engineering and transportation planning, and these disciplines continue to be at the cornerstone of our practice. Our range of services covers urban and regional transportation planning, traffic signal warrant studies, traffic signal systems design and implementation, signal coordination and timing, traffic impact analyses, and grant funding and administration.

Because traffic engineering and transportation planning have been mainstays of Kimley-Horn's practice for 55 years, the City can be assured that we have the experienced professionals and resources to meet the project's needs. We have provided a wide range of traffic engineering consulting services to government agencies throughout California and the United States.

As a recognized nationwide leader in engineering consulting services, Kimley-Horn's professionals understand the complexities of an HSIP project and can develop informed solutions tailored to your specific needs. We have an extensive history of completing similar traffic signal network upgrade projects successfully, on time, and within budget. Our technical qualifications and strengths cover a wide variety of project types and requirements that will be utilized as determined at each project site. Some of our principal practice areas include:



Traffic Signals/Traffic Control Devices

Signal design and construction is one of the cornerstones of Kimley-Horn's professional practice. Over the past five decades, we have developed signal designs for thousands of intersections for state departments of transportation and municipalities nationwide. Our experience in advanced traffic management projects include citywide signal system designs, transportation control centers, electronic toll facilities and revenue control systems, and innovative transit and public transportation systems. Each of our systems is designed not only to address current needs, but also to accommodate future growth and advances in technology. We have been responsible for virtually every aspect of traffic systems including PS&E packages, conceptual designs, operational feasibility, communication architecture, system design, software development, and deployment and implementation plans.

ADA Compliance

Kimley-Horn engineers are on the forefront of implementation of the Americans with Disabilities Act (ADA), helping municipalities upgrade aging infrastructure to meet applicable ADA standards and ordinances. Our expertise ranges from curb ramp and sidewalk design to pedestrian-dedicated paths and walkways. Kimley-Horn understands how to implement improvements that benefit our clients as well as the general public.

Caltrans Experience

As mentioned in the RFP, the City has received funding grants through the Caltrans Call for Projects for the Federal Highway Safety Improvement Program HSIP Cycle 10 (030). Kimley-Horn has completed numerous HSIP projects ranging from signal intersections to multiple intersection corridors. We understand that being familiar with the coordination and approval process is the key to timely completion of these projects.

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Roadway and Intersection Improvements

A roadway intersection is a dynamic element in your transportation infrastructure. The efficiency of intersection operation maximizes the efficiency of the entire roadway system. Every intersection has a unique combination of features—roadway layout, signal equipment, and mix and volume of vehicles, pedestrians, and bicycles. As a result, every intersection requires careful study to develop and apply safe, efficient, and flexible design.

Our in-house staff understands all aspects of roadway design, including intersection geometrics, utility relocations, traffic control, signalizations, signing and marking, and erosion control, allowing us to be an efficient and coordinated partner to the City.

Signing and Pavement Markings

As a component to roadway design and traffic engineering, Kimley-Horn has prepared numerous signing and pavement marking plans for various projects. These projects include studies of extensive signing and pavement marking plans for urban and rural roadway projects. Our goal is to successfully maintain the safety of pedestrians and vehicular traffic. In addition, Kimley-Horn has the capabilities to prepare these plans in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Design Standards.

Bidding and Construction Support

Kimley-Horn routinely serves clients during construction phases of their projects, providing bidding and construction support services to make sure our clients' projects are successful throughout. We can assist in preparing and distributing bid documents for the City, review contractor bids, and prepare bid tabulation and contractor recommendations. Although our aim is to prepare a plan set that can stand by itself, we will respond to contractor requests for information and clarification in a timely manner. Our experience with construction contract administration has made our traffic and transportation designs more cost-effective and practical and gives us the ability to problem-solve in the field during construction.



Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Relevant Project Experience

Kimley-Horn has experience performing similar signalized intersection work for public agencies throughout Southern California. Below is a matrix that summarizes our team's extensive experience. Following this table, we have selected key projects to showcase Kimley-Horn's successful track record.

PROJECTS

	Project Management	Background Research	Field Check/Data Collection	Utility Coordination	Environmental Analysis	Right-of-Way	Traffic Signal Design - PS&E	Signal Timing	Contractor Coordination	LAPM	Bidding	Construction Support
Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP), Monterey Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Traffic Signal Improvements (HSIP), Palm Springs, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Signal Upgrade and Left Turn Phasing Project (HSIP), Culver City, CA	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP), San Bernardino, CA	✓	✓	✓	✓	✓	✓	✓			✓		
Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP), West Hollywood, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP), Downey, CA	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement Project (HSIP), Santa Clarita, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Caltrans On-Call Electrical Engineering Services, Various, CA	✓	✓	✓	✓			✓					
Glassell Street Traffic Engineering Services (HSIP), Orange, CA	✓	✓	✓	✓			✓		✓		✓	✓
RSA/RSSA, Moreno Valley, CA					✓	✓						
Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA	✓	✓	✓	✓			✓		✓		✓	✓
Final Design Services for Traffic Signal Improvements along Studebaker Road (HSIP), Norwalk, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design Services for Traffic Signal Improvements along Alondra Boulevard (HSIP), Norwalk, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Traffic Signal Synchronization Project, Coachella Valley, CA	✓					✓		✓		✓	✓	✓
Seven Traffic Signals and Flashing Yellow Arrow Signal Modifications Project, Rancho Cucamonga, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Signal Improvements (135 Intersections), Burbank, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
On-Call Traffic and Transportation Services, Corona, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
On-Call Traffic Engineering Services, Agoura Hills, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
Rancho Road Sidewalks and Bike Lanes (HSIP), Thousand Oaks, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Woodruff Avenue Traffic Signal Synchronization Project, Los Angeles County, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Signal System Design Select List (200 traffic signal upgrades), Los Angeles County, CA	✓	✓	✓	✓			✓					
Smart Corridor-San Fernando Road, Glendale, CA	✓	✓	✓	✓			✓				✓	✓
On-Call Traffic Signal Design Services (25 Intersections), Palmdale, CA	✓	✓	✓	✓			✓				✓	✓
On-Call Traffic Engineering Services, Industry, CA	✓	✓	✓	✓			✓				✓	✓
San Fernando Road Improvements, Santa Clarita, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
On-Call Engineering Services, South El Monte, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
Harbor Scenic Drive and Harbor Plaza Intersection Improvements, Port of Long Beach, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
SSARP for Varied Roadways, Imperial County, CA										✓		
Traffic Signal Design at 75 Locations, Glendale, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Engineering Services On-Call, Chino, CA	✓	✓	✓	✓			✓		✓		✓	✓
As-Needed Traffic Engineering Services, Los Angeles, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Signal Upgrades, Arcadia, CA	✓	✓	✓	✓			✓		✓		✓	✓

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road

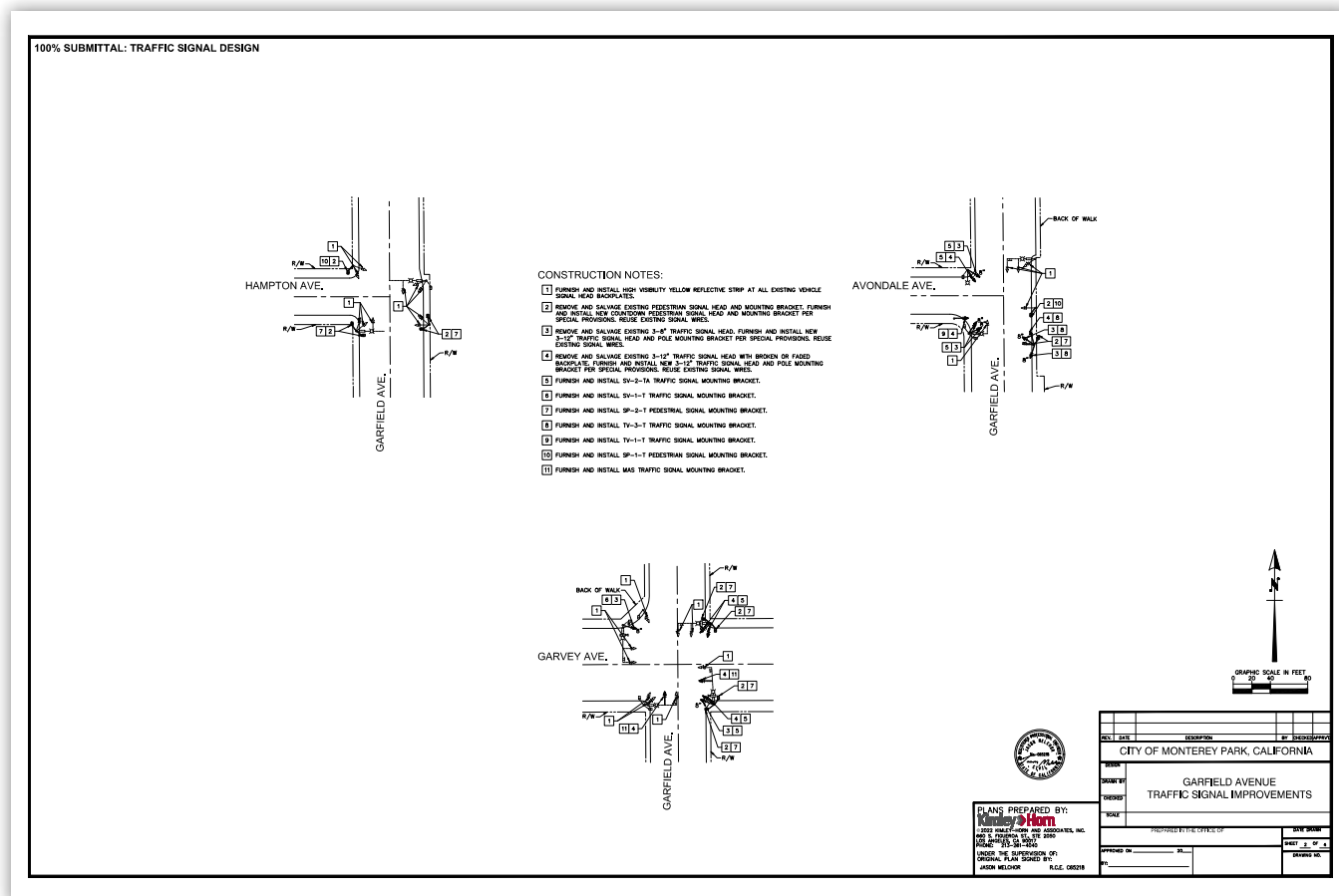


City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections (HSIP Project), South El Monte, CA

Kimley-Horn is working with the City of South El Monte to improve the safety and operability of 11 signalized intersections throughout the City. The City compiled collision data history and guidance from the Caltrans Local Roadway Safety Manual (LRSM) to develop two countermeasures: improve signal hardware and install pedestrian countdown signal heads. Our team is working with the City to evaluate each project site to determine the upgrades and improvements needed and provide preliminary environmental studies, PS&E, bidding and construction support, and record drawings as-builts. Kimley-Horn is partnered with Avant-Garde, who is responsible for coordinating all grant administration work and Caltrans coordination needed to complete this project in a timely and cost-efficient manner.

City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA

Kimley-Horn is working with the City of Monterey Park to make safety improvements at nine intersections along Garfield Avenue. The intersections have not been upgraded for more than 20 years and the insufficient visibility of traffic signal equipment required upgrading all 8" vehicle heads to 12" vehicle heads, installing retroreflective borders on the backplates of each vehicle head, and installing countdown pedestrian signal heads. Kimley-Horn also partnered with Avant-Garde to complete the Preliminary Environmental Study (PES) and Caltrans coordination for the project.



City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA

Kimley-Horn is assisting the City of Palm Springs with upgrading traffic signal equipment at nine intersections to improve motorist and pedestrian and bicyclist safety. The City completed a citywide roadway safety analysis and ranked all intersections on collision frequency and severity of collisions. The crash data analysis and field observations indicated that signal hardware upgrades could improve conditions related to injury crashes involving motorists, bicycles, and pedestrians. The nine project intersections were identified based on a high number

Proposal to
**Provide Design Services
for Traffic Signal Improvements at**

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



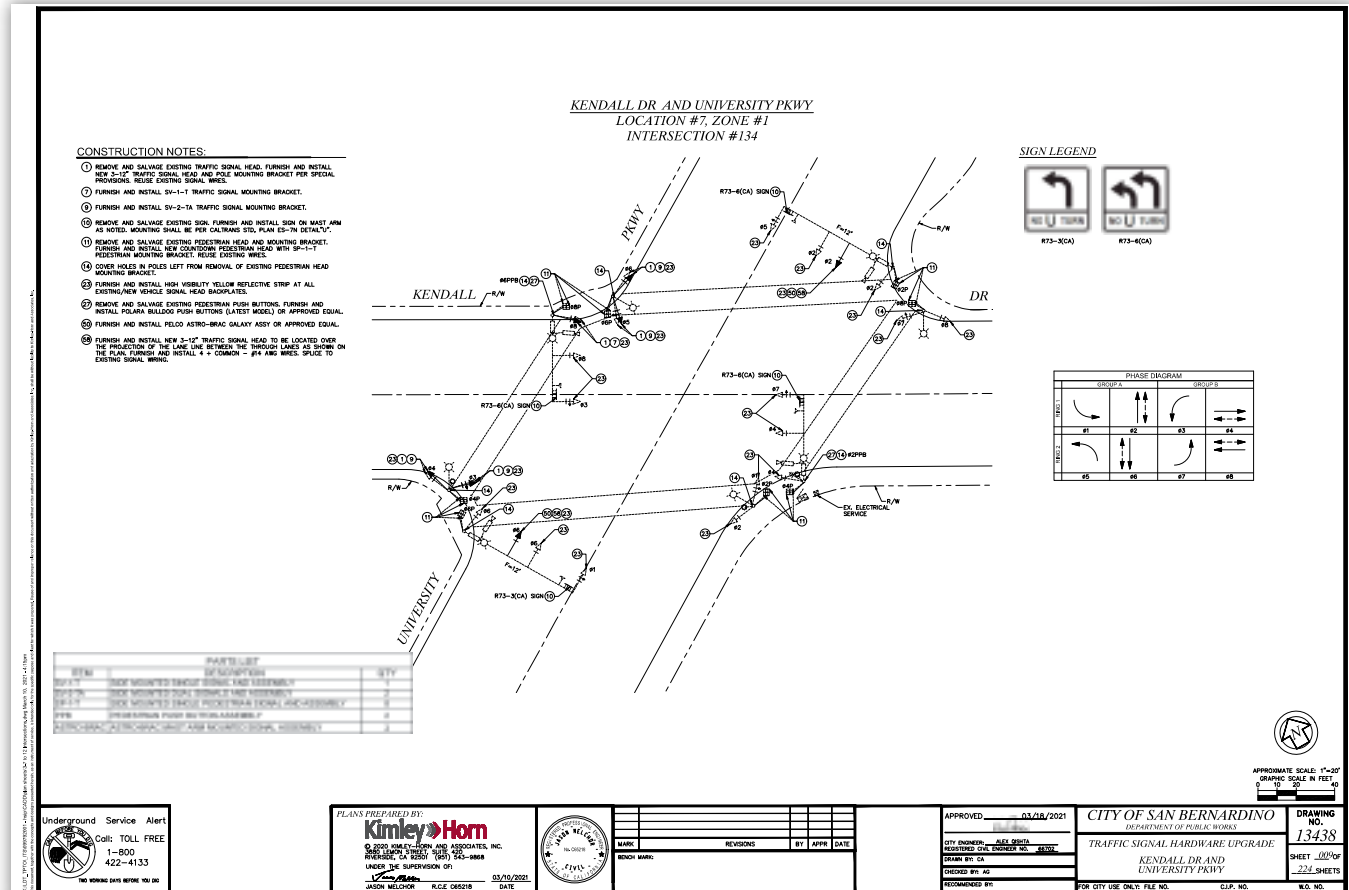
of unsafe speeding vehicles, traffic signals and signs, and automobile right-of-way related collisions. Kimley-Horn's services include the installation of Advanced Dilemma Zone Detection (ADZD), implementing a protected left-turn phase, and the upgrade of pedestrian signal heads and push buttons (PPBs). In addition, Kimley-Horn is upgrading the ADA curb ramps to improve pedestrian safety where ADA compliant ramps are currently not present. This project also includes the implementation of new traffic signal timing plans to improve traffic operations and safety throughout the day. The project controllers have Intelight MAXTIME software and are controlled by a MAXVIEW central system. Kimley-Horn is providing civil, traffic, and environmental services which includes environmental PES and California Environmental Quality Act/ National Environmental Policy Act (CEQA/NEPA) documents.

City of Culver City, Signal Upgrade and Left Turn Phasing (HSIP Project), Culver City, CA

Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the City. Duties include field review and survey, utility research, ADA curb ramp design, and the preparation of construction drawings for traffic signal modification design and the installation of left-turn phasing at the intersections.

City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA

Through Caltrans' HSIP Cycle 9 funding, the City of San Bernardino received funding to upgrade various signal hardware for 224 signalized intersections throughout the City. Proposed improvements at the 224 project intersections included upgrades to signal hardware components, including traffic signal heads, push buttons, and pedestrian signal heads. Most of the traffic signal hardware at the study intersections was installed decades ago and required equipment upgrades to bring signal hardware component operations up to date to meet minimum ADA and CA MUTCD requirements. Kimley-Horn provided PS&E services and assisted the City in updating outdated and damaged traffic signal hardware, installing new hardware where necessary, and improving safety by implementing or replacing traffic signal head components, pedestrian signal heads, and pedestrian push buttons. Kimley-Horn is providing civil, traffic, and environmental services which includes an environmental PES and CEQA/NEPA documents.



Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA

The City of West Hollywood developed a Smart City Strategic Plan by implementing cutting edge technology to ultimately improve traffic flow, reduce congestion, and improve safety. The plan identifies several phases for implementation. Kimley-Horn is providing services upgrading the City's existing Twisted Wire Pair (TWP) copper interconnect to fiber-optic, connecting to the existing system to form a loop, and establishing communication hubs and redundant networks.

City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA

This project involves the extension of an existing communication system, which will interconnect the traffic signals along Paramount Boulevard in Downey including all other field devices to be installed along this corridor. The existing communications system consists of a fiber-optic network of communication hubs and signalized intersections all communicating using IP over Ethernet. This solution made the City of Downey the first city in Southern California to deploy a fully operational Ethernet communications system. The communications network essentially consists of a ring topology of field hubs and the Traffic Management Center (TMC)—and star topology of signalized intersections. Services performed include the installation of fiber and video detection on Paramount Boulevard from Telegraph Road to Gardendale Street.

City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA

Kimley-Horn prepared construction documents including street improvements, median improvements, traffic signal modification, and signing and striping plans. Kimley-Horn assisted the City in extending the existing turn pocket length and installing a protected left phase at Wiley Canyon Road and Orchard Village Road. Kimley-Horn also assisted in design of a bulb-out and new medians at Newhall Avenue and Railroad Avenue to provide more refuge to pedestrians. Both intersections required modification of the existing landscaping, irrigation, and traffic signal.





Avant-Garde's Qualifications

Firm Profile

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including the cities of **South El Monte**, Temple City, Industry, Pico Rivera, La Mirada, La Puente, Montebello, Maywood, Bell Gardens, Alhambra, Rosemead, San Gabriel, Monterey Park, Covina, El Monte, and West Covina as well as Los Angeles Department of Water and Power, Los Angeles Department of Transportation, and LA Metro.

Avant-Garde's years of practice have resulted in a solid foundation of experience and technical excellence as well as a dedication to integrity, excellence, and quality. Their services include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (bid development, analysis, etc.)
- Community Outreach

Avant-Garde has successfully provided fund administration and compliance management for over 18 years. Their understanding of federal and state requirements, funding administration, and the complex diversity of Southern California makes Avant-Garde uniquely qualified to deliver reports and documents to see projects through from inception to conclusion or termination and administer federal, state, and regional required submittals and reporting.

Avant-Garde has intimate knowledge of the City's processes due to the funding administration, grant writing, community outreach, and labor compliance services they have provided the City since 2016. The firm has assisted the City with the processes required pursuant to Caltrans LAPM funding administration procedures. Avant-Garde has completed and is continuing to work on several Caltrans and Metro submittals within various stages including **LRSP** funded projects, **Metro Proposition C** funded projects, and **HSIP** funded projects.

Relevant Project Experience

City of South El Monte, HSIP Cycle 7 Santa Anita Avenue Intersection Improvements, South El Monte, CA

An HSIP funded project consisting of installation of new traffic signals and traffic signal upgrades at the intersections of Santa Anita Avenue and Klingerman Street, Rush Street, and Central Avenue. Avant-Garde provided funding administration services, including existing records review and project initiation with the City; obtaining environmental and right-of-way clearances; preparing Requests for Authorization for PE and CON; preparing the Caltrans submittal for award; and preparing reimbursement submittals and the Final Report of Expenditures.

City of Bell Gardens, HSIP Cycle 8 Various Intersection Improvements, Bell Gardens, CA

An HSIP funded project consisting of installation of protected-permissive left-turn phases and signal heads on new poles at the intersections of Eastern Avenue/Lubec Street and Garfield Avenue/Loveland Street. Avant-Garde provided funding administration services, including existing records review and project initiation with the City; obtaining environmental and right-of-way clearances; preparing Requests for Authorization for PE and CON; preparing the Caltrans submittal for award; and preparing reimbursement submittals and the Final Report of Expenditures.

City of Bell Gardens, Citywide Safety Enhancements, Bell Gardens, CA

An ATP funded project consisting of installation of pedestrian countdown signal heads, ADA compliant access ramps, bicycle route signage and shared lane markings and bike video detection. Avant-Garde provided funding administration services, including existing records review and project initiation with the City; processing allocation requests with the CTC and/or Caltrans for environmental clearance and construction; preparing the Caltrans submittal for award; submitting quarterly reporting via CalSmart; and preparing reimbursement submittals and the Final Report of Expenditures.

City of Montebello, Montebello Boulevard Bike Lane and Sidewalk Improvements, Montebello, CA

An ATP funded project consisting of installation of Class II bike lanes, sidewalk, ADA compliant access ramps, pedestrian lighting, traffic signal improvements, signage, striping and markings, and bus shelters. Avant-Garde provided funding administration services, including existing records review and project initiation with the City; processing allocation requests with the CTC and/or Caltrans for environmental clearance and construction; preparing the Caltrans submittal for award; submitting quarterly reporting via CalSmart; and preparing reimbursement submittals and the Final Report of Expenditures.



Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Section 5 : References

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results and we're great people to work with—and we live for that. We are proud of our working relationships with our clients and much of our success over the last 55 years is directly related to our efforts to provide consistent, high-quality, and timely services. As trusted advisors, our firm works diligently on behalf of our clients' needs. We encourage you to contact the clients listed below regarding our team's work history and quality of service.

	City of Palm Springs, Engineering Division  Francisco Jaime, Associate Civil Engineer  760.323.8253 ext. 8750  3200 E Tahquitz Canyon Way, Palm Springs, CA 92262  francisco.jaime@palmspringsca.gov
	City of Culver City, Public Works Department  Andrew Maximous, Mobility and Traffic Engineering Manager  310.253.5628  9770 Culver Boulevard, Culver City, CA 90232  andrew.maximous@culvercity.org
	City of San Bernardino, Public Works Department  Azzam Jabsheh, Traffic Engineer  909.384.7251  201 North E Street, Second Floor, San Bernardino, CA 92401  jabsheh_az@sbcity.org
	City of Downey, Public Works Department  Edwin Norris, Deputy Public Works Director  562.904.7246  11111 Brookshire Avenue, Downey, CA 90241  enorris@downeyca.org
	City of Santa Clarita, Public Works Department  Cesar Romo, Traffic Signal Administrator  661.286.4002  23920 Valencia Boulevard, Suite 300, Valencia, CA 91355  cromo@santa-clarita.com

"Jean truly provides the combination of a hands-on approach, attention to detail, and client service needed to deliver a successful project. I would highly recommend Kimley-Horn and specifically Jean Fares for future traffic engineering projects."
– Andrew Maximous, Culver City

"Their work has always been completed and provided in the utmost professional manner within budget and schedule. The City of Downey has been very satisfied with Kimley-Horn's responsiveness and would not hesitate to hire this firm again."
– Edwin Norris, City of Downey

"The City has three to four firms under our On-Call contract. I give Kimley-Horn the majority of the work. I consider Kimley-Horn as an augmentation of my staff."
– Cesar Romo, City of Santa Clarita



Section 6: City's Standard Professional Services Agreement

Kimley-Horn has reviewed the sample Professional Services Agreement and requests the following modifications:

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. 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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants~~ maintains 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. [...].

5.2 General Insurance Requirements.

(c) Primary/noncontributing. Coverage provided by Consultant with the exception of professional liability, worker's compensation and employer's liability shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. [...].

(m) Pass through clause. Consultant agrees to ensure ~~require~~ 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 cover and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage ~~and assumes all responsibility for ensuring~~ so that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and other engaged in the project will be submitted to City for review.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this [...]. 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~~ for all services rendered prior to the effective date of the notice of termination. 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.



Section 7: Addenda Acknowledgement

Kimley-Horn acknowledges receipt of Addendum No. 1, dated November 14, 2022, and agree with the terms and conditions laid out in the released addenda.



Section 8: Required Attachments

We have provided the following forms in this section, as requested by the City's RFP:

- Attachment A: Affidavit of Non-Collusion
- Attachment B: Claims History

ATTACHMENT A

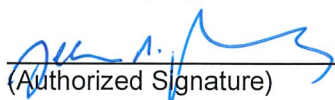
AFFIDAVIT OF NON-COLLUSION

I state that I am Senior Vice President (title) of Kimley-Horn and Associates, Inc. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

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

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

 Jean B. Fares, P.E.
(Authorized Signature)

Senior Vice President, Kimley-Horn and Associates, Inc.
(Name of Company/Position)

Sworn to and subscribed before me this 9 day of November, 2022.




Notary Public for California

My Commission Expires: March 22, 2023

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

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

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity. N/A - None for default
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant. N/A - None
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant. N/A - None for default
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
N/A - None
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00. See attached litigation statement
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification). N/A - None
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification). N/A - None
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant. N/A - None



Jean B. Fares, Sr. Vice President
Kimley-Horn and Associates, Inc.

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in California within the last ten (10) years are as follows:

29Twenty Maintenance Association v Van Daele Development, et al; Los Angeles County, Superior Court of the State of California; Case No 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Air Wing, LLC v. One Piper Ranch, LLC v. Cross-Complainants: San Diego County Superior Court; Case No. 37-2014-00009315; filed 2016; alleged economic loss; Kimley-Horn dismissed; closed 2017.

Farhad Abad, individually and for the Estate of Mahin Ashki-Abad; et al v. US Foods, et.al.; Alameda County Superior Court; Case RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019.

Rickey Fraley, Eileen Fraley v Live Nation Worldwide, Inc., et al: San Bernardino County Superior Court; Case No. CIVDS 1707090; filed 2017; wrongful death claim; Kimley-Horn dismissed; closed 2017.

Vicente Gomez, et al v. Pilot Travel Centers, LLC, et al; Case # CVRI2103878; Superior Court of California, County of Riverside; filed 2021; personal injuries; pending

Nancy Graham v. City of Santa Cruz, et al: Santa Cruz County Superior Court; Case No. 16CV02729; filed 2017; bicycle accident, personal injuries; settled; closed 2018.

Davis S. Lindley, et al v. City of Los Angeles, et al: Los Angeles County Superior Court, Central District; Case No. BC576886; filed 2015; wrongful death claim; settled; closed 2016.

Michelle Mobbs, et al v Walden Environment, et al: Riverside Co Central Superior Court; Case RIC 1300161; filed 2012; served 2014; personal injury related to traffic accident; Kimley-Horn dismissed 2015.

Santa Monica Malibu Unified School District v Killefer Flammang Architects, et al: Superior Court California County of Los Angeles West District; Case SC115579; filed 2012; property damage; settled; closed 2013.

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019

Kimberly Lynn Wright and Ty Juan Montanez v City of Concord; et al; Superior Court of California, County of Contra Costa; Case No. MSC20-01067; filed 2020; served 2022; traffic accident, wrongful death claimed; pending

ATTACHMENT B

NOT APPLICABLE

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

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

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.


Lissette Montoya, Vice President

Contact

Jean Fares, P.E.

✉ Jean.Fares@kimley-horn.com

📍 660 South Figueroa Street Suite 2050

Los Angeles, CA 90017

📞 213-354-9402



Kimley»Horn

Expect More. Experience Better.

www.kimley-horn.com



Fee Proposal for

Design Services for HSIPL-5352(021)

*Traffic Signal Improvements at Lee Avenue & Garvey
Avenue and Durfee Avenue & Peck Road*



Kimley»Horn

Provide Design Services for Traffic Signal Improvements at

Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road



Cover Letter

November 22, 2022

Rene Salas
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

◆ 660 South Figueroa Street
Suite 2050
Los Angeles, CA
90017
TEL 213.261.4040

RE: Fee Proposal to Provide Design Services for Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, HSIP Cycle 10 Improvements, HSIPL-5352(021)

Dear Ms. Salas and Members of the Selection Committee:

As instructed by the **City of South El Monte (City)**, we have provided our fee, including staff hours, hourly rates, and our subconsultant cost on the following pages.

We welcome the opportunity to discuss our rates with the City and are flexible to adjustments and refinements as necessary to better accommodate your needs. We thank you for your consideration. Should you have any questions or need any additional information, please do not hesitate to contact me at 213.354.9402, jean.fares@kimley-horn.com, or the address listed above with any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Jean Fares, P.E.*

Project Manager/Senior Vice President

**As Senior Vice President, Jean Fares, P.E. is authorized by Kimley-Horn to represent the firm and negotiate agreement terms and compensation.*

CITY OF SOUTH EL MONTE
TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVENUE & GARVEY AVENUE AND DURFEE AVENUE & PECK ROAD
HSIP CYCLE 10 PROJECT-HSIPL-5352(021)

		Kimley-Horn and Associates, Inc.							
	Name	Jean Fares	Kevin Aguigui	Sr. Professional II	Professional I	Analyst	Project Support	Total Hours	Total Cost
		Project Manager	QC/QA						
194.54%	Overhead%								
194.38%	Overhead% w/o FCCM								
10%	Fee%								
	Direct Rate	\$113.38	\$124.04	\$68.62	\$50.01	\$42.95	\$35.47		
	Billing Rate	\$367.33	\$401.86	\$222.31	\$162.02	\$139.15	\$114.91		
Task 1	Project Management	18			12	13	2	45	\$ 10,594.89
Task 2	Utility Coordination		5		10	10		25	\$ 5,021.01
Task 3	Preliminary Engineering	2	2		20	40	2	66	\$ 10,574.58
Task 4	Plans, Specifications & Estimate (PS&E)	6	15		25	45		91	\$ 18,544.11
4.1	60% PS&E	2	5		10	25		42	\$ 7,842.89
4.2	90% PS&E	2	5		10	15		32	\$ 6,451.41
4.3	100% PS&E	2	5		5	5		17	\$ 4,249.81
4.4	Caltrans LAPM Forms for PSE Certification and E-76 Construction								
4.1.1	LAPM Forms for CEQA and ROW Certification								
4.1.2	Allocation for Construction								
Task 5	Bidding and Construction Support	11		2		13	2	28	\$ 6,523.98
5.1	Response to RFI's During Advertisement	2		2		2		6	\$ 1,457.58
5.2	Prepare Project Addenda (assume 2)					2	2	4	\$ 508.13
5.3	Pre-Construction Meetings, Job Walks & Job Site Meetings (5)	5				5		10	\$ 2,532.37
5.4	Response to Contractor RFI's about Plans and Specs	2				2		4	\$ 1,012.95
5.5	Response and Approvals to Contractor Submittals	2				2		4	\$ 1,012.95
Task 6	Prepare Record Drawings (As-Builts)	0	2			5		7	\$ 1,499.47
Task 7	Prepare Traffic Signal Timing Charts	0	2	5		5		12	\$ 2,611.04
	TOTAL HOURS	37	26	7	67	131	6	274	
	Subtotal Labor:	\$ 13,591.07	\$ 10,448.42	\$ 1,556.20	\$ 10,855.43	\$ 18,228.46	\$ 689.49		\$ 55,369.07
	Other Direct Costs								\$ 6,857.38
	Labor Escalation								\$ 1,107.38
	Avant-Garde, Inc. (see attached breakdown)								\$ 4,750.00
	Travel/Mileage								\$ 300.00
	Fed Ex/Courier								\$ 200.00
	Outside Printing								\$ 500.00
	TOTAL COST:								\$ 62,226.45

CITY OF SOUTH EL MONTE
TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVENUE & GARVEY AVENUE AND DURFEE AVENUE & PECK ROAD
HSIP CYCLE 10 PROJECT-HSIPL-5352(021)

		Advanced Avant-Garde Corporation		Total Hours	Total Costs
Name		Lisette Montoya	Keith LeNoue		
Category/Title		Program Director	Program Manager		
Billing Rate		\$130	\$75		
Task 1	Project Management				
Task 2	Utility Coordination				
Task 3	Preliminary Engineering				
Task 4	Plans, Specifications & Estimate (PS&E)	10	46	56	\$ 4,750
4.1	60% PS&E				
4.2	90% PS&E				
4.3	100% PS&E				
4.4	Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization				
4.4.1	LAPM Forms for CEQA and ROW Certification	8	26	34	\$ 2,990
4.4.2	Allocation for Construction	2	20	22	\$ 1,760
Task 5	Bidding and Construction Support				
Task 6	Prepare Record Drawings (As-Builts)				
Task 7	Prepare Traffic Signal Timing Charts				
	TOTAL HOURS	10	46	56	
	Subtotal Labor:	\$1,300	\$3,450		\$ 4,750
	Other Direct Costs				\$ -
	TOTAL COST:				\$ 4,750

ATTACHMENT D

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 10th day of January, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Sixty Two Thousand Two Hundred Twenty Six Dollars and Forty Five Cents (\$62,226.45) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 2 years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jean Fares, PE

Project Manager/Sr. Vice President

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees

of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years

following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager

and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Ave, South El Monte, CA 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be

“remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

OPTIONAL

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

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

_____		SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

OPTIONAL

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

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

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Scope of Work

Our scope of services includes the following key tasks:

- | | | |
|----------------------------|-------------------------------------|---|
| 1. Project Management | 4. Plans, Specifications, and | 6. Prepare Record Drawings (As-Built) |
| 2. Utility Coordination | Estimate (PS&E) | 7. Prepare Traffic Signal Timing Charts |
| 3. Preliminary Engineering | 5. Bidding and Construction Support | |

Task 1: Project Management

This task will consist of project coordination with the team, administration, and set up and attendance at project meetings. Kimley-Horn's administration efforts include initial development and maintenance of project schedule, work plan, budget, and filing system and process monthly invoices/progress reports. We will create and maintain a detailed schedule, updating it as needed to manage the project, and as requested by the City.

Kimley-Horn will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introduction, discuss scope of work, information needed from various City departments, overall schedule, and the implementation process. After the kick-off meeting, bi-weekly progress meetings will be scheduled as well as meetings to review the preliminary design, 60%, 90%, and 100% submittals with City staff. Any difficulties that may impede progress will be communicated, resolved, and expedited to ensure all deadlines are met on time.

Task 1 Deliverables

- Attendance at project meetings
- Electronic copy of meeting agendas and meeting minutes
- Schedule updates at each submittal milestone (60%, 90%, 100%)

Task 2: Utility Coordination

Task 2.1: Utility Coordination

This task includes collecting data and information from the City, coordination with utility companies, and a field reconnaissance at one intersection. Kimley-Horn will coordinate with the City to collect existing data for the design. Sample data that will be requested includes, but is not limited to, the following:

- Utility contacts
- Existing as-builts pertinent to the project within the project vicinity including, but not limited to, existing traffic signal, roadway, and communication as-builts
- Available electronic signal plans

Kimley-Horn will perform utility coordination for the project. Record base maps of the utility companies will be requested, and we will notify the various agencies and request that if they plan to install new facilities within the project area that they coordinate with the City as soon as possible. Utility records will be scanned and catalogued as they are received. Utility information will be incorporated into the project base map. Kimley-Horn will review and analyze received utility record plans to identify potential conflicts with the proposed improvements. A matrix will be created to track which utility companies have been contacted, which utility documentation has been received, and which utility documents have been implemented into the plan. Preliminary and final plans will be sent to all affected utility companies to communicate our improvements and further minimize any utility conflicts that may occur during construction.

Kimley-Horn will coordinate with utilities up to the start of construction to facilitate the adjustment and relocation of their facilities if necessary. It is assumed that utility coordination will transfer to another responsible party at the start of construction.

Task 2.2: Potholing (Optional)

If deemed necessary, Kimley-Horn will team with a potholing subconsultant who will provide the following:

- Underground utilities at potential conflict locations to determine their horizontal and vertical location for clearance and connection points or conflicts for underground improvements such as gas lines and other utilities, and to determine the location of proposed traffic signal pole foundations
- Repair existing improvements in-kind because of potholing. This includes repair of asphalt concrete and PCC. They will perform up to eight potholes. Vac-X or similar potholing method will not be used over gas mains. The potholing information and plan will be submitted to the City after task completion
- Pull a no-fee encroachment permit, notify underground service alert, and provide standard traffic control during potholing operation

Task 3: Preliminary Engineering

Kimley-Horn will be working with **Avant-Garde** to prepare the Categorical Exception documents and coordinate with the City to receive approval. As this project is state funded as part of HSIP Cycle 10, local HSIP projects must meet the requirements of the CEQA. Based upon our preparation of environmental documentation for similar projects and a review of the project as presented in the RFP, Kimley-Horn anticipates that the project will be categorically exempt under CEQA Guidelines Section 15301 – Existing Facilities. The Notice of Exemption (NOE) will include a brief project description and analysis/explanation as to why this exemption under California Environmental Quality Act (CEQA) Guidelines Section 15301 is appropriate and confirm that no exceptions or unusual circumstances exist. Kimley-Horn will file the NOE with the County Clerk.

Kimley-Horn understands the project will be completed within the public right-of-way. The project will not require any utility relocation or right-of-way acquisition or easements. Kimley-Horn will perform research and compile all available right-of-way maps, assessor parcel maps, and easement information within project limits. The right-of-way information will be shown on the plans. Any Temporary Construction Easements (TCEs) will be obtained by the City from adjacent property owners and the consultant shall show them on the plans.

Kimley-Horn will review base data documents including as-built improvement plans, utility information, survey information, and other available record data.

Kimley-Horn will conduct field investigations at each of the intersections to document existing street and traffic signal equipment and assess existing conditions to identify any necessary upgrades. Topographic survey will not be required for ADA ramp design.

Kimley-Horn will prepare preliminary engineering plans for each intersection that show tentative traffic signal improvements. Plans will be completed in AutoCAD Version 2022 and will be presented with one intersection per plan sheet at scale 1"=20'.

The following intersection will require major traffic signal improvements:

- Lee Avenue and Garvey Avenue

The traffic signal improvement plans for the intersection above will include signing and striping and other traffic signal upgrades necessary for the upgraded traffic signal operations, such as new traffic signal cabinets, controllers, battery back-up systems, poles, mast arms, luminaire arms, audible pedestrian push buttons, countdown pedestrian heads, 12" signal heads, retroreflective borders on backplates, continental crosswalks and limit lines, ADA curb ramps, and conduits.

The following intersection will require minor traffic signal improvements:

- Durfee Avenue/Peck Road and Michael Hunt Drive

The traffic signal improvement plans for the intersection above will include the installation of retroreflective backplates, 12" signal heads, countdown pedestrian signal heads, and audible pedestrian push buttons.

A preliminary engineer's Opinion of Probable Construction Cost (OPCC) will be developed on Microsoft Excel based on the preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

Kimley-Horn will prepare technical specifications on Microsoft Word. The base documents that the technical specifications will be based on the City of South El Monte Traffic Signal Specifications and Standard Specification for Public Works Construction ("Greenbook").

Task 3 Deliverables

- Preparation of CEQA Categorical Exemption
- Preliminary Engineering Plans in PDF electronic format (Two sheets)
- OPCC in PDF electronic format
- Preliminary Technical Specifications in PDF electronic format

Task 4: Plans, Specifications, & Estimate (PS&E)

Task 4.1: 60% PS&E Package

Based on one set of non-conflicting comments on the Preliminary Plans, Kimley-Horn will advance the construction documents to a 60% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 60% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The Engineer's OPCC and Technical Specifications will be updated based on the City's comments.

We anticipate the following plan sheet counts for the project:

- Cover Sheet (One sheet)
- Notes, Legends, and Construction Details (One sheet)
- Traffic Signal Improvement Plans (Two sheets)
- Curb Ramp Detail Sheets (One sheet)
- Estimated Total Sheets (Five sheets)

We do not anticipate the following sheets to be part of the design at any stage of the project:

- Signing and Striping Plans
- Civil Improvements
- Communication Plans
- Street Lighting Plans

Task 4.1 Deliverables

- One set of 60% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 60% OPCC in PDF electronic format

Task 4.2: 90% PS&E Package

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The Engineer's OPCC and Technical Specifications will be updated based on the City's comments.

Task 4.2 Deliverables

- One set of 90% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 90% OPCC in PDF electronic format

Task 4.3: 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the Final submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, OPCC, and technical specifications. A license professional engineer will stamp and sign all plan sheets for this submittal.

Task 4.3 Deliverables

- One set of 24"x36" hardcopy 100% plans with wet signed mylars and in .dwg format
- One set of hardcopy technical specifications, electronic PDF, and electronic Microsoft Word format
- 100% OPCC in electronic PDF and Microsoft Excel format

Task 4.4: Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization

As this is a HSIP Cycle 10 project, Caltrans LAPM forms for PSE Certification and E-76 Construction Authorization is not required.

Kimley-Horn will be working with Avant-Garde to prepare and submit right-of-way self-certification forms as well as prepare and submit construction allocation request and other documents for Caltrans.

Avant-Garde understands federal and state requirements, funding administration, and the complex diversity of Southern California. They are uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant, deliver a variety of grants, deliver reports and documents for projects from inception to conclusion, and administer federal, state, and regional required submittals and reporting.

Task 4.4 Deliverables

- Right-of-way self-certification package
- Construction allocation package

Task 5: Bidding and Construction Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will attend the pre-bid meeting and assist City staff and/or potential contractors in answering pre-bid questions, and interpretations of the plans and specifications. Kimley-Horn will log those questions and provide responses to requests for information (RFI) during the bidding phase and prepare project addenda.

Kimley-Horn will also assist with coordination and support during the construction stages of the project. Kimley-Horn will attend the pre-construction meeting and address items for the construction management team to be aware of. Kimley-Horn will be involved during construction stages by responding to RFIs, reviewing and responding to all submittals, and reviewing any proposed changes by the contractor during construction. We will attend up to five construction progress meetings or field meetings.

Task 5 Deliverables

- Prepare up to two project addenda
- Response to pre-bid questions
- Response to RFI and questions during bidding phase
- Response to RFIs and submittal reviews
- Attendance of up to five meetings
 - Pre-construction
 - Job walk
 - Jobsite

Task 6: Prepare Record Drawings (As-Builts)

Kimley-Horn will prepare record drawing as-builts within 20 days after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD, and PDF electronic files will be sent to the City.

Task 6 Deliverable

- Record drawings in PDF electronic format

Task 7: Prepare Traffic Signal Timing Charts

Kimley-Horn will prepare updated traffic signal timing sheets for the following intersections:

- Lee Avenue and Garvey Avenue
- Durfee Avenue/Peck Road and Michael Hunt Drive

The updated timing sheets will include proposed signal timing parameters such as minimum bicycle greens, all-red times, walk times, flashing don't walk times, and yellow times. For each intersection, recommended phase timing parameters will be calculated by referencing the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and recent aerial imagery measurements. For the intersection with new protected left turn phases, the phase diagram on the updated traffic signal timing sheet will be updated to reflect the new phasing. The format of the updated timing sheets will be consistent with the proposed traffic signal controller software type.

Task 7 Deliverable

- Updated traffic signal timing sheets in electronic Microsoft Excel and PDF format

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

Task 1 Deliverables

- Attendance at project meetings
- Electronic copy of meeting agendas and meeting minutes
- Schedule updates at each submittal milestone (60%, 90%, 100%)

Task 3 Deliverables

- Preparation of CEQA Categorical Exemption
- Preliminary Engineering Plans in PDF electronic format (Two sheets)
- OPCC in PDF electronic format
- Preliminary Technical Specifications in PDF electronic format

Task 4.1 Deliverables

- One set of 60% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 60% OPCC in PDF electronic format

Task 4.2 Deliverables

- One set of 90% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 90% OPCC in PDF electronic format

Task 4.3 Deliverables

- One set of 24"x36" hardcopy 100% plans with wet signed mylars and in .dwg format
- One set of hardcopy technical specifications, electronic PDF, and electronic Microsoft Word format
- 100% OPCC in electronic PDF and Microsoft Excel format

Task 4.4 Deliverables

- Right-of-way self-certification package
- Construction allocation package

Task 5 Deliverables

- Prepare up to two project addenda
- Response to pre-bid questions
- Response to RFI and questions during bidding phase
- Response to RFIs and submittal reviews
- Attendance of up to five meetings
 - Pre-construction
 - Job walk
 - Jobsite

Task 6 Deliverable

- Record drawings in PDF electronic format

Task 7 Deliverable

- Updated traffic signal timing sheets in electronic Microsoft Excel and PDF format

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

A. Not applicable.

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

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

Organization Chart

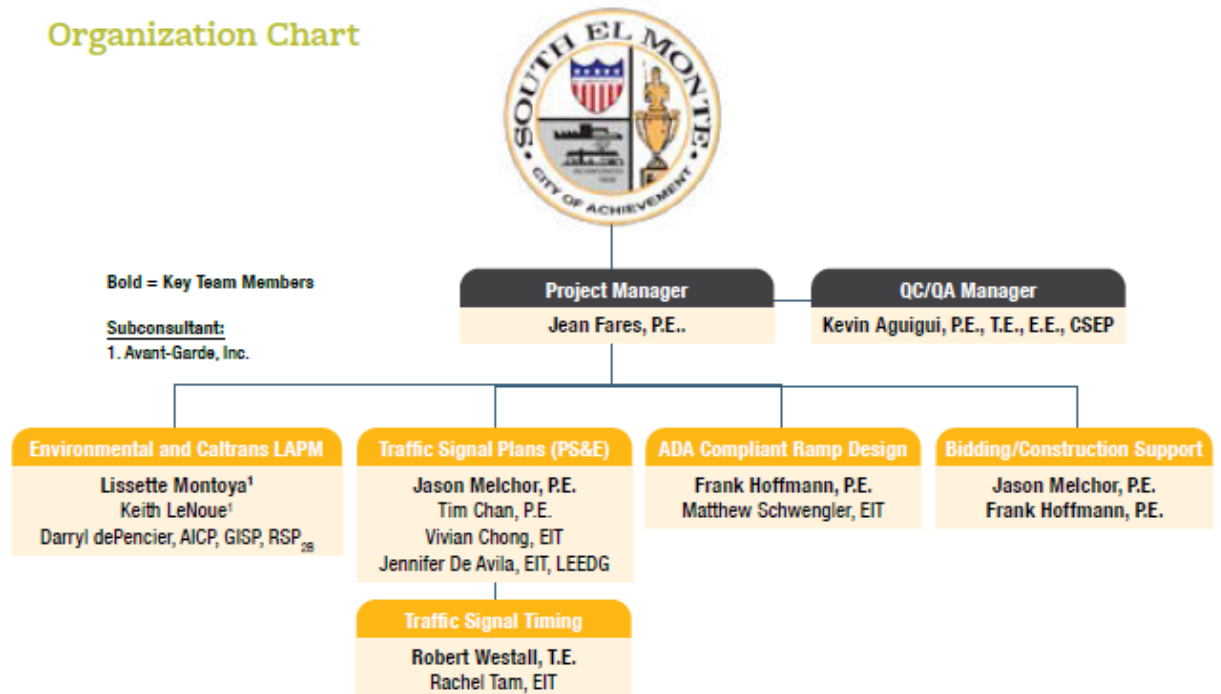


EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. 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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants~~ maintains 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. [...].

5.2 General Insurance Requirements.

(c) **Primary/noncontributing.** Coverage provided by Consultant, ~~with the exception of professional liability, worker's compensation and employer's liability,~~ shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. [...].

(m) **Pass through clause.** Consultant agrees to ~~ensure~~ require 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 cover and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage ~~and assumes all responsibility for ensuring so~~ that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and other engaged in the project will be submitted to City for review.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this [...]. 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 for all services rendered prior to the effective date of the notice of termination.~~ 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.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

CITY OF SOUTH EL MONTE
TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVENUE & GARVEY AVENUE AND DURFEE AVENUE & PECK ROAD
HSIP CYCLE 10 PROJECT-HSIPL-5352(021)

Kimley-Horn and Associates, Inc.									
Category/Title	Name	Jean Fares	Kevin Aguigui	Sr. Professional II	Professional I	Analyst	Project Support	Total Hours	Total Cost
		Project Manager	QC/QA						
194.54% Overhead%									
194.38% Overhead% w/o FCCM									
10% Fee%									
Task 1 Project Management		\$113.38	\$124.04	\$68.62	\$50.01	\$42.95	\$35.47		
Task 2 Utility Coordination		\$367.33	\$401.86	\$222.31	\$162.02	\$139.15	\$114.91		
Task 3 Preliminary Engineering		18			12	13	2	45	\$ 10,594.89
Task 4 Plans, Specifications & Estimate (PS&E)		2	5		10	10		25	\$ 5,021.01
4.1 60% PS&E		6	15		20	40	2	66	\$ 10,574.58
4.2 90% PS&E		2	5		25	45		91	\$ 18,544.11
4.3 100% PS&E		2	5		10	25		42	\$ 7,842.89
4.4 Caltrans LAPM Forms for PSE Certification and E-76 Construction		2	5		10	15		32	\$ 6,451.41
4.1.1 LAPM Forms for CEQA and ROW Certification					5	5		17	\$ 4,249.81
4.1.2 Allocation for Construction									
Task 5 Bidding and Construction Support		11		2		13	2	28	\$ 6,523.98
5.1 Response to RFI's During Advertisement		2		2		2		6	\$ 1,457.58
5.2 Prepare Project Addenda (assume 2)						2	2	4	\$ 508.13
5.3 Pre-Construction Meetings, Job Walks & Job Site Meetings (5)		5				5		10	\$ 2,532.37
5.4 Response to Contractor RFI's about Plans and Specs		2				2		4	\$ 1,012.95
5.5 Response and Approvals to Contractor Submittals		2				2		4	\$ 1,012.95
Task 6 Prepare Record Drawings (As-Builts)		0	2			5		7	\$ 1,499.47
Task 7 Prepare Traffic Signal Timing Charts		0	2	5		5		12	\$ 2,611.04
TOTAL HOURS		37	26	7	67	131	6	274	
Subtotal Labor:		\$ 13,591.07	\$ 10,448.42	\$ 1,556.20	\$ 10,855.43	\$ 18,728.46	\$ 689.49		\$ 55,369.07
Other Direct Costs									\$ 6,857.38
Labor Escalation									\$ 1,107.38
Avant-Garde, Inc. (see attached breakdown)									\$ 4,750.00
Travel/Mileage									\$ 300.00
Fed Ex/Courier									\$ 200.00
Outside Printing									\$ 500.00
TOTAL COST:									\$ 62,226.45

CITY OF SOUTH EL MONTE
TRAFFIC SIGNAL IMPROVEMENTS AT LEE AVENUE & GARVEY AVENUE AND DURFEE AVENUE & PECK ROAD
HSIP CYCLE 10 PROJECT-HSIPL-5352(021)

	Name	Advanced Avant-Garde Corporation		Total Hours	Total Costs
		Lissette Montoya	Keith LeNoue		
	Category/Title	Program Director	Program Manager		
	Billing Rate	\$130	\$75		
Task 1	Project Management				
Task 2	Utility Coordination				
Task 3	Preliminary Engineering				
Task 4	Plans, Specifications & Estimate (PS&E)	10	46	56	\$ 4,750
4.1	60% PS&E				
4.2	90% PS&E				
4.3	100% PS&E				
4.4	Caltrans LAMP Forms for PSE Certification and E-76 Construction Authorization				
4.4.1	LAMP Forms for CEQA and ROW Certification	8	26	34	\$ 2,990
4.4.2	Allocation for Construction	2	20	22	\$ 1,760
Task 5	Bidding and Construction Support				
Task 6	Prepare Record Drawings (As-Builts)				
Task 7	Prepare Traffic Signal Timing Charts				
	TOTAL HOURS	10	46	56	
	Subtotal Labor:	\$1,300	\$3,450		\$ 4,750
	Other Direct Costs				\$ -
	TOTAL COST:				\$ 4,750

- 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”

See Exhibit C for billing rates.

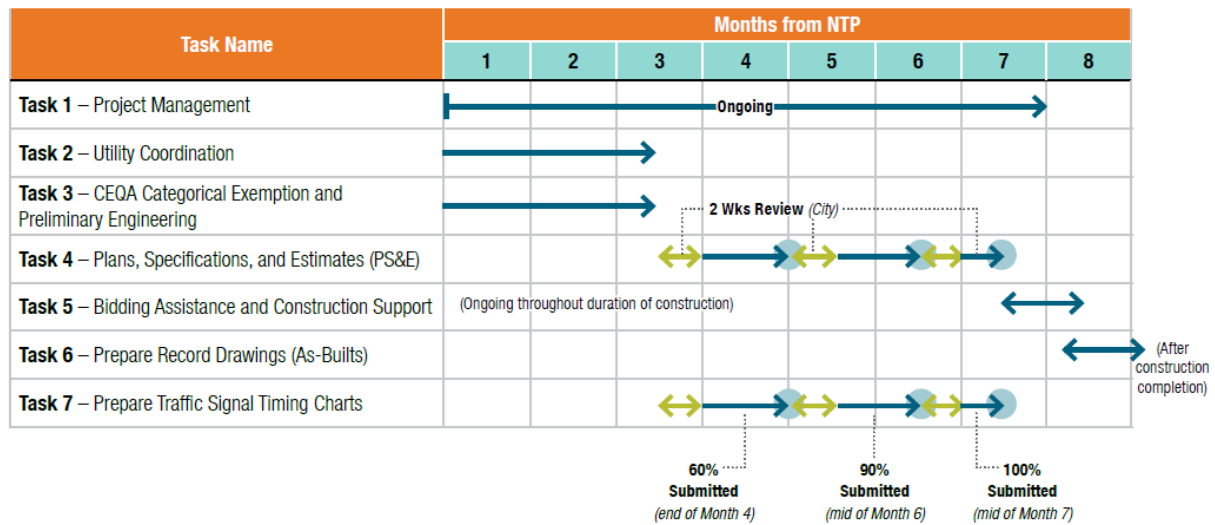
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Section 2: Schedule

Our draft project schedule, highlighting project tasks, durations, start and completion dates, and time allocations for City and other agency review, is provided below. This schedule assumes a Notice to Proceed (NTP) of February 6, 2023. It is our intent to review this schedule with the City at the start of the project and make any desired adjustments and track the project work as a progress schedule by providing regular updates.



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

- A. Task 1, by September 1, 2023
- B. Task 2, by April 14, 2023
- C. Task 3, by April 14, 2023
- D. Task 4, by August 18, 2023
- E. Task 5, to be provided throughout construction (as needed), no deadline is established
- F. Task 6, to be determined after construction is completed, no deadline is established
- G. Task 7, by August 18, 2023

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.f.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-09, APPROVING FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. TO PROVIDE PUBLIC OUTREACH SERVICES FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

SUMMARY: The project includes installation of bicycle and pedestrian mobility improvements along Santa Anita Avenue and Tyler Avenue. The project is currently in the preliminary/concept design phase, and staff seeks City Council approval of a First Amendment to the Contract Services Agreement with Transtech Engineers to provide public outreach services for the Civic Center and Interjurisdictional Bicycle Lanes Project.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-09, approving First Amendment to the Contract Services Agreement with Transtech Engineers, Inc. to provide Public Outreach Services for the Civic Center and Interjurisdictional Bicycle Lanes Project in the amount of \$82,742.
2. Authorize Interim City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The City received \$5,671,500 in Measure M MSP funds and \$484,905 in CMAQ funds from LACMTA (METRO) for the proposed project. There is a required local match for this project for the construction phase in the amount of \$128,999. Local Match will be funded from Prop P Local Return funds. The project will be funded from the following funding sources, as previously adopted:

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

The requested public outreach services will be funded through Measure M MSP funds, within the total budget identified above and it is 100% reimbursable.

DISCUSSION: The project includes installation of bicycle and pedestrian mobility improvements including installation of a combination of protected bike lanes (Class IV-cycle track) and bike path (Class II), center medians, continuous ADA pedestrian path of travel including sidewalks, curb ramps, driveways, street furniture (bus shelter, bike racks, trash bins, etc.), bike and pedestrian signage, roadway rehabilitation, striping and related improvements.

The project is located along Santa Anita Avenue and Tyler Avenue in the City of South El Monte, in the San Gabriel Valley area. The project limits are Santa Anita Avenue from Merced Avenue/Fawcett Avenue to Tyler Avenue; and Tyler Avenue from Santa Anita Avenue to Klingerman Street. Total project length is approximately 1.4 miles.

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

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

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

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

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

In September 2021, the City Council awarded contract services agreements to CR Associates for Design Phase Engineering Services, and Transtech Engineers for Program Management/Construction Management Services for the project.

In November 2022, the project was presented at the Traffic Commission meeting. Pursuant to the Traffic Commission meeting, staff determined a need to conduct further public outreach for the proposed improvements on the corridor to seek community feedback.

Transtech Engineers, Inc., under its current agreement with the City to provide Program Management and Construction Management Services was requested by staff to submit a proposal for the additional public outreach services for the project. Transtech, through its subconsultant ActiveSGV, proposed to provide the public outreach services for the project. ActiveSGV has been an active partner in the San Gabriel Valley to promote

complete streets elements including pedestrian and bicycle mobility. ActiveSGV has provided similar services to many projects in the San Gabriel Valley region.

The proposed services include 1 community workshop, 2 community bike rides, 2 community walking tours, 4 pop-up meetings, coordination of public surveys, distribution of communication materials related to the projects, project website, community presentations and related public outreach activities. The proposed services are anticipated to be completed within 9 months. The cost for the subject services is \$82,742, and is within total project budget.

Staff recommends City Council adopt Resolution No. 23-09, approving Amendment 1 to the Contract Services Agreement with Transtech Engineers, Inc. to provide Public Outreach Services for Civic Center and Interjurisdictional Bicycle Lanes Project in the amount of \$82,742.

ATTACHMENT(S):

- A. Resolution No. 23-09
- B. Amendment No. 1

ATTACHMENT A

RESOLUTION NO. 23-09

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. TO PROVIDE PUBLIC OUTREACH SERVICES FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

WHEREAS, in September 2021, the City Council awarded contract services agreement to Transtech Engineers, Inc. for Program Management/Construction Management Services for the Civic Center and Interjurisdictional Bicycle Lanes Project; and

WHEREAS, in November 2022, the project was presented at the Traffic Commission meeting. Pursuant to the Traffic Commission meeting, staff determined a need to conduct further public outreach for the proposed improvements on the corridor to seek community feedback; and

WHEREAS, Transtech Engineers, Inc., through its subconsultant ActiveSGV, will provide the public outreach services for the project. ActiveSGV has been an active partner in the San Gabriel Valley to promote complete streets elements including pedestrian and bicycle mobility. ActiveSGV has provided similar services to many projects in the San Gabriel Valley region.

WHEREAS, the proposed services include 1 community workshop, 2 community bike rides, 2 community walking tours, 4 pop up meetings, coordination of public surveys, distribution of communication materials related to the projects, project website, community presentations and related public outreach activities. The proposed services are anticipated to be completed within 9 months. The cost for the subject services is \$82,742, and is within total project budget.

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

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

SECTION 2: The City Council hereby approves Amendment No. 1 to the Contract Services Agreement with Transtech Engineers, Inc. to provide Public Outreach Services for the Civic Center and Interjurisdictional Bicycle Lanes Project, and increase Contract Sum by a not to exceed figure of \$82,742.

SECTION 3: The City Council hereby authorizes the Interim City Manager to execute the Amendment No. 1. The City Attorney may amend the agreement as to form. The Council further directs the Interim City Manager to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED AND ADOPTED this 24th day of January, 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution being Resolution No. 23-09, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of January 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND TRANSTECH ENGINEERS, INC. FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

This FIRST AMENDMENT TO ORIGINAL CONTRACT is dated as of 24th day of January, 2023 (the "Effective Date"), by and between the **City of South El Monte, a California, a municipal corporation ("City")**, located at 1415 Santa Anita Avenue, South El Monte CA 91733 and **Transtech Engineers, Inc., a corporation ("Consultant")**, located at 13367 Benson Avenue, Chino, CA 91710 (collectively, the "Parties").

WHEREAS the Parties entered into a *Agreement for Contract Services* on 28th day of September, 2021 (the "Original Contract").

WHEREAS the Parties hereby agree to extend the scope of services of the Original Contract and increase Contract Sum in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of mutual covenants contained herein each **City of South El Monte** and **Transtech Engineers, Inc.** mutually covenant and agree as follows:

1. The parties agree to amend Section 1.1 Scope of Services by incorporating the attached Exhibit A to the agreement.
2. The parties agree to amend Section 2.1 Contract Sum by \$82,742, and incorporate the attached Exhibit B to the agreement.
3. The parties agree to amend Section 3.2. Schedule of Performance by incorporating the attached Exhibit C to the agreement.
4. This Amendment binds and benefits both parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between both parties.

All other terms and conditions of the Original Contract remain unchanged.

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

By: _____
Rene Salas, Interim City Manager

CONTRACTOR:

TRANSTECH ENGINEERS, INC.,
a California corporation

By: _____
Ahmad Ansari, PE, Principal
By: _____
Okan Demirci, PE, Project Manager

EXHIBIT “A”

SCOPE OF SERVICES

1. Consultant will perform the following additional Services:



SCOPE OF WORK

ActiveSGV was formed in 2010 by a group of San Gabriel Valley residents, public health activists, and community leaders. Over the past decade the organization has grown from an all-volunteer group to a professionally staffed organization led by 20 full-time staff members committed to realizing a more sustainable, equitable, and liable San Gabriel Valley. With many staff and volunteers stemming from these communities and residing within them, ActiveSGV is deeply invested in advancing positive change in the San Gabriel Valley. ActiveSGV is proposing an interactive, iterative community engagement approach to engage residents to inform the design of the project and raise project awareness.

Task 1 - Project Management

Task 1.1: Project Meetings

ASGV will hold monthly meetings with CSEM staff to discuss the specifics of the community outreach meetings and strategies.

Deliverable: Copy of agendas

Task 1.2: Monthly Invoices

Consultant will submit monthly invoices for work completed to CSEM for review and approval.

Deliverable: Monthly invoices

Task 2 - Public Engagement

Task 2.1 - Communication Materials

In partnership with CSEM, ASGV will develop a social media toolkit, mailer/flier, eventbrite pages, and a project factsheet. Cost includes design, printing, and mailing costs to addresses within a .5 mile radius of the project area.

Deliverable: Copy of materials

**Task 2.2 - Community Workshop**

In partnership with CSEM, ASGV will plan, coordinate, and implement a community workshop to introduce the project. The workshop will include simultaneous translation, food, child care, activities, and other meeting support items. In partnership with the CSEM, ActiveSGV will present the project to the community, provide education, receive input and feedback to inform the project development. Promotion will include digital, in person, and mailing promotion materials.

Deliverable: Photos, Event Summary

Task 2.3 - Community Bike Ride

ActiveSGV will coordinate and conduct 2 community bike rides that begin at CSEM City hall with a minimum of 20 participants per bike ride. Folks will be engaged to provide input and feedback on the site plan and if possible, tour the location of proposed site improvements.

Deliverable: List of events, event summaries

Task 2.4 - Community Walking Tours

ActiveSGV will coordinate and conduct 2 community walking tours that begin at CSEM City hall with a minimum of 10 participants per event. Folks will be engaged to provide input and feedback on the site plan and tour the location of proposed site improvements.

Deliverable: List of events, event summaries

Task 2.5 - Santa Anita Ave Pop Ups

ASGV staff will select 4 dates to host a table on Santa Anita to engage folks on the project development. Staff will hand out fact sheets, invites to upcoming events, or surveys. Cost includes incentives and project branded materials

Deliverable: List of events, event summaries

Task 2.6 - Survey development and data collection

In partnership with the CSEM project team, ASGV will develop a community survey to gather input and feedback on the design approach. ASGV staff will attend at least 6 community events to solicit input and share the survey digitally through social media/text banking. We expect to collect at least 250 unique responses.



Deliverable: Survey Questions and Survey Results

Task 2.7 - Key Stakeholder Interviews

Identify and interview key stakeholders which could include older adult clubs, local youth, and/or business folks.

Deliverable: 4 Interview summaries

Task 2.8 - Community Presentations

ASGV will identify, coordinate, and present the Santa Anita Ave project to 4 community/school based groups to raise project awareness, invite them to participate in upcoming events, and/or take the survey.

Deliverable: Photos, copy of presentation, list of events

Task 2.9 - Project Website

ASGV staff will develop a project website for Santa Anita Ave that will include upcoming events, project information, and project updates. The website will be available in at least 3 languages.

Deliverable: Copy of website

Task 2.10 - Door to Door Engagement

ASGV will canvass the 1.4 mile project stretch of Santa Anita Ave corridor at least 3 times to raise project awareness, solicit project feedback, and invite businesses to upcoming events. The canvassing team will be bilingual.

Deliverable: Canvassing log

Task 3 - Reporting and Presentations

Task 3.1 - Outreach Summary

ASGV will complete an outreach summary report outlining the number of meaningful interactions, photos, and outcomes of the project outreach activities.

Deliverable: Outreach Summary



Task 3.2 - City Council Presentation

In partnership with CSEM, ASGV will participate in City Council meetings as needed for the project.

Deliverable: Copy of presentation

EXHIBIT “B”

SCHEDULE OF COMPENSATION

1. Consultant shall perform the following additional tasks at the following rates:

SCOPE OF SERVICES	DELIVERABLES	UNITS	COST	TOTAL
Task 1 - Project Management				\$2,700
Task 1.1: Project Meetings	Project Meeting Agenda and Meeting	6	300.00	\$1,800
Task 1.2: Monthly Invoices	Monthly Invoices	6	150.00	\$900
Task 2 - Public Engagement				\$71,020
Task 2.1: Communication Materials	Copy of materials	1	9,100.00	\$9,100
Task 2.2: Community Workshop	Event Summary, Photos	1	10,000.00	\$10,000
Task 2.3: Community Bike Rides	List of events, event summary	2	5,000.00	\$10,000
Task 2.4: Community Walking Tours	List of events, event summary	2	2,250.00	\$4,500
Task 2.5: Santa Anita Ave Pop Ups	List of events, event summary	4	1,250.00	\$5,000
Task 2.6: Survey development and data	Survey Questions and Survey Results	1	10,000.00	\$10,000
Task 2.7: Key Stakeholder Interviews	Interview summaries	4	500.00	\$2,000
Task 2.8: Community Presentations	Copy of presentation, photos	4	605.00	\$2,420
Task 2.9: Project Website	Copy of website	1	5,500.00	\$5,500
Task 2.10: Door to Door Engagement	Canvassing Log	2	6,250.00	\$12,500
Task 3 - Reporting and Presentations				\$1,500
Task 3.1: Outreach Summary Report	Copy of report	1	750.00	\$750
Task 3.2: City Council Presentation	Copy of presentation	1	750.00	\$750
Services by ActiveSGV (Subconsultant) Subtotal				\$75,220
Transtech Administrative Markup (10%)			10%	\$7,522
TOTAL COST				\$82,742

EXHIBIT “C”

SCHEDULE OF PERFORMANCE

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

SCOPE OF SERVICES	Months from NTP								
	1	2	3	4	5	6	7	8	9
Task 1 - Project Management									
Task 1.1: Project Meetings									
Task 1.2: Monthly Invoices									
Task 2 - Public Engagement									
Task 2.1: Communication Materials									
Task 2.2: Community Workshop									
Task 2.3: Community Bike Rides									
Task 2.4: Community Walking Tours									
Task 2.5: Santa Anita Ave Pop Ups									
Task 2.6: Survey development and data collection									
Task 2.7: Key Stakeholder Interviews									
Task 2.8: Community Presentations									
Task 2.9: Project Website									
Task 2.10: Door to Door Engagement									
Task 3 - Reporting and Presentations									
Task 3.1: Outreach Summary Report									
Task 3.2: City Council Presentation									



City Council Agenda Report

Agenda Item No. 7.g.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-10, APPROVING AMENDMENT NO. 11 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: On June 14, 2022, 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”) for Fiscal Year 2022-2023. This Amendment will increase the allocated baseline funding from \$484,000.00 to \$494,865.00 resulting in an increase of \$10,865.00 for Fiscal Year (FY) 2022-23 only for the purchase of approved equipment items that will be used for the provision of the Elderly Nutrition Program (ENP).

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-10, approving Amendment No. 11 to extend existing agreement Subaward Number ENP202110 with the County of Los Angeles; and
2. Authorize Interim City Manager, or designee, to execute the agreement.

FISCAL/FINANCIAL IMPACT: Amendment No. 11 will allocate an amount not-to-exceed \$494,865.00 for FY 2022-23 only. This will include \$10,895.00 from the Home and Community Based Services (HCBS) Nutrition Infrastructure (NI).

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, and recreation and wellness programs. This valuable program not only delivers a daily nutritious meal, but also serves as a mechanism to check up on the client, thereby providing an additional safety inspection and furthering the ability for him or her to continue to age in place.

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 \$79,000.00, to increase the baseline funding from \$209,000.00 to \$288,000.00 during Fiscal Year 2020-21 only.

On October 27, 2020, the City Council approved an amendment ("Amendment No. 2") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000.00, to increase the baseline funding from \$288,000.00 to \$309,000.00 during Fiscal Year 2020-21 only.

On November 2020, the City council approved an amendment ("Amendment No. 3") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000.00, to increase the baseline funding from \$309,000.00 to \$404,000.00 during Fiscal Year 2020-21 only.

On March 23, 2021, the City Council approved an amendment ("Amendment No. 4") to the Agreement to allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$65,000.00, increasing the baseline funding from \$404,000.00 to \$469,000.00 during FY 2020-21 only.

On June 22, 2021, the City Council approved amendment ("Amendment No.5") to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of \$216,000.00 for the Elderly Nutrition Program during FY 2021-22 only. On September 14, 2021, the City Council approved amendment ("Amendment No.6") to the Agreement to allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$57,033, increasing the baseline funding from \$216,000.00 to \$273,033.00 during FY 2021-22 only.

On October 26, 2021, the City Council approved amendment ("Amendment No. 7") to the Agreement to extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021; and extend the use of California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding from September 30, 2021 through June 30, 2022.

On February 22, 2022, the City Council approved amendment ("Amendment No. 8") to the Agreement to allocate supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding in the amount of \$76,000.00 to increase the baseline funding from \$273,033.00 to \$349,033.00 for the Elderly Nutrition Program during FY 2021-22 only.

On April 26, 2022, the City Council approved amendment (“Amendment No. 9”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1 in the amount of \$35,000.00, increasing the baseline funding from \$349,033.00 to \$384,033.00 during FY 2021-22 only.

On June 14, 2022, the City Council approved amendment (“Amendment No. 10”) to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of \$308,000.00 and American Rescue Plan Act (ARPA) funding in the amount of \$176,000.00 during FY 2022-23 only.

The Amendment No. 11 would do the following: (1) allocate Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) baseline funding in the amount of \$10,895.00 during FY 2022-23 only, which shall be reimbursed to the City in exchange for providing defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2022-23; (2) provide funding for the purchase of approved equipment items (Hot Food Table, Mobile Heated Cabinet & Reach-in Refrigerator) that will be used for the provision of the Elderly Nutrition Program.

Staff report prepared by Andres Gonzalez, Senior Services Supervisor

ATTACHMENT(S):

- A. Resolution No. 23-10
- B. ENP Allocation Letter
- C. Amendment No. 11

ATTACHMENT A

RESOLUTION NO. 23-10

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 11 TO THE COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES FOR FISCAL YEAR 2022-2023

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 of 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 \$79,000.00, to increase the baseline funding from \$209,000.00 to \$288,000.00 during Fiscal Year 2020-21 only; and

WHEREAS, on October 27, 2020, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000.00, to increase the baseline funding from \$288,000.00 to \$309,000.00 during Fiscal Year 2020-21 only; and

WHEREAS, on November 10, 2020, the City Council approved an amendment (“Amendment No. 3”) to the Agreement to allocate Supplemental Federal Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000.00, to increase the baseline funding from \$309,000.00 to \$404,000.00 during Fiscal Year 2020-21 only; and

WHEREAS, on March 23, 2021, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$65,000.00, to increase the baseline funding from \$404,000.00 to \$469,000.00 during fiscal year 2020-21 only; and

WHEREAS, on June 22, 2021, the City Council approved amendment (“Amendment No. 5”) to the Agreement to allocate Older Americans Act (“OAA”) baseline funding in the amount of \$216,000.00 for the Elderly Nutrition Program during FY 2021-22 only; and

WHEREAS, on September 14, 2021, the City Council approved amendment (“Amendment No. 6”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$57,033.00, to increase the baseline funding from \$216,000.00 to \$273,033.00 during fiscal year 2021-22 only; and

WHEREAS, on October 26, 2021, the City Council approved amendment (“Amendment No. 7”) to the Agreement extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 through December 31, 2021; and extend the use of California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding from September 30, 2021 through June 30, 2022; and

WHEREAS, on February 22, 2022, the City Council approved amendment (“Amendment No. 8”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding in the amount of \$76,000, to increase the baseline funding from \$273,033.00 to \$349,033.00 during fiscal year 2021-22 only; and

WHEREAS, on April 26, 2022, the City approved amendment (“Amendment No. 9”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1 in the amount of \$35,000.00, to increase the baseline funding from \$349,033.00 to \$384,033.00 during fiscal year 2021-22 only; and

WHEREAS, on June 14, 2022, the City approved amendment (“Amendment No. 10”) to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of \$308,000.00 and American Rescue Plan Act (ARPA) funding in the amount of \$176,000.00 for the Elderly Nutrition Program during FY 2022-23 only; and

WHEREAS, the City and County determined that an amendment (“Amendment No. 11”) to the Agreement is necessary to the Agreement to allocate Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) baseline funding in the amount of \$10,895.00 for the Elderly Nutrition Program during FY 2022-23 only; and

WHEREAS, the City Council now desires to approve Amendment No. 11 to the Agreement to: (1) allocate Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) funding in the amount of \$10,895.00 during FY 2022-23 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2022-23; (2) provide funding for the purchase of approved equipment items (Hot Food Table, Mobile Heated Cabinet & Reach-in Refrigerator) that will be used for the provision of the Elderly Nutrition Program; and (3) provide for the other changes set forth in Amendment No. 11, which is attached to the staff report accompanying this Resolution as Attachment C.

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

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

SECTION 2: The City Council hereby authorizes and directs the Interim City Manager or their designee to execute Amendment No. 11 in substantially the form attached as Attachment C to the January 24, 2023 staff report accompanying this Resolution; and which is subject to approval by the City Attorney’s Office. The Council further directs the Interim City Manager or their designee to take all actions necessary to effectuate Amendment No. 11.

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

PASSED, APPROVED AND ADOPTED this 24th day of January, 2023.

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. 23-10 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 24th day of January, 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

BOARD OF SUPERVISORS

Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP

Dr. Laura Trejo
Director

Lorenza C. Sánchez
Chief Deputy

Jose R. Perez
Administrative Deputy II

Anna Avdalyan
Assistant Director

GET IN TOUCH

510 S. Vermont Avenue
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

**Aging & Adult Information &
Assistance Line:**
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514
**Disability Information &
Access Line:**
(888) 677-1199

January 11, 2023

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

**FISCAL YEAR 2022-23 HOME AND COMMUNITY BASED
SERVICES (HCBS) NUTRITION INFRASTRUCTURE
FUNDING ALLOCATION FOR ELDERLY NUTRITION
PROGRAM SERVICES**

Dear Ms. Barbosa:

County of Los Angeles Aging and Disabilities Department (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 Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) funding for the purchase of approved equipment item(s) that will be used for the provision of ENP Services.
- Subaward Number: ENP202110
- Amendment Number: Eleven
- Subaward Term: July 1, 2022 through June 30, 2023
- Service Area: Supervisorial District 1
- Total Funding Allocation: \$10,865
- Period Funds Available for Use (subject to execution of Amendment): October 1, 2022 through June 30, 2023



- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Program Services	Equipment Description	Quantity	Approved Purchase Amount	Allocation Amount
HCBS NI	Congregate Meals	Heated Cabinet	1	\$3,735	\$10,865
		Hot Food Table	1	\$1,900	
		Refrigerator	1	\$5,230	
HCBS NI Funding					\$10,865
Original Baseline and Federal ARPA Funding (Refer to FY 2022-23 Original Baseline and Federal ARPA Funding Allocation Letter)					\$484,000
Subaward Sum Year 3 (SSY3) (HCBS NI, Original Baseline and Federal ARPA Funding)					\$494,865

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

Equipment must be purchased/ordered no later than June 30, 2023, and delivery of the item(s) must be received no later than December 31, 2023. Please note that HCBS NI funding will not be reflected in the GetCare system. As such, a manual invoice must be used to bill for the purchase(s). The manual invoice is forthcoming and will be provided to you at a later date.

If you have any questions, please contact Bernardo Franco of my staff by phone or e-mail as follows: (323) 449-5802 or bfranco@ad.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
 Contracts Management Division

ATTACHMENT C

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP202110
SUBAWARD PERIOD JULY 2020 – JUNE 2023**

AMENDMENT ELEVEN

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS
AGING AND DISABILITIES DEPARTMENT**
("County" or "AD")

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

and

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

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

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2021" dated July 1, 2020, which is renamed as "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2023", and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

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

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

WHEREAS, it is the intent of the parties to amend this Subaward to allocate Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) funding in the amount of

\$10,865, which will be reimbursed to Subrecipient in exchange for Subrecipient's purchase of approved equipment item(s) that will be used for the provision of ENP Services; and

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

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence **upon execution by all parties**.

II. Subparagraph 5.1.5 is deleted and replaced as follows:

5.1.5 Subaward Sum Year 3 Funding Source(s)

5.1.5.1 The Subaward Sum Year 3 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.

5.1.5.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

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

5.1.5.2.2 Service Area: Supervisorial District 1

5.1.5.2.3 Period of Performance: July 1, 2022 – June 30, 2023 (consistent with California Department of Aging contract number AP-2223-19)

5.1.5.2.4 Allocation Letter: Fiscal Year 2022-23 Baseline and Federal American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services

5.1.5.3 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.5.3.1 Subaward Sum: **\$286,000**

5.1.5.3.2 Service Area: Supervisorial District 1

5.1.5.3.3 Period of Performance: July 1, 2022 – June 30, 2023 (consistent with California Department of Aging contract number AP-2223-19)

- 5.1.5.3.4 Allocation Letter: Fiscal Year 2022-23 Baseline and Federal American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services
- 5.1.5.4 OAA Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.5.4.1 Subaward Sum: **\$21,000**
 - 5.1.5.4.2 Service Area: Supervisorial District 1
 - 5.1.5.4.3 Period of Performance: July 1, 2022 – June 30, 2023 (consistent with California Department of Aging contract number AP-2223-19)
 - 5.1.5.4.4 Allocation Letter: Fiscal Year 2022-23 Baseline and Federal American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services
- 5.1.5.5 Federal ARPA Funds for ENP Congregate Meal Services
 - 5.1.5.5.1 Subaward Sum: **\$164,000**
 - 5.1.5.5.2 Service Area: Supervisorial District 1
 - 5.1.5.5.3 Period of Performance: July 1, 2022 – June 30, 2023 (consistent with California Department of Aging contract number AP-2223-19)
 - 5.1.5.5.4 Allocation Letter: Fiscal Year 2022-23 Baseline and Federal American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services
- 5.1.5.6 Federal ARPA Funds for ENP Home-Delivered Meal Services
 - 5.1.5.6.1 Subaward Sum: **\$12,000**
 - 5.1.5.6.2 Service Area: Supervisorial District 1
 - 5.1.5.6.3 Period of Performance: July 1, 2022 – June 30, 2023 (consistent with California Department of Aging contract number AP-2223-19)
 - 5.1.5.6.4 Allocation Letter: Fiscal Year 2022-23 Baseline and Federal American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services

5.1.5.7 Home and Community Based Services (HCBS) Nutrition Infrastructure (NI) funds

5.1.5.7.1 Subaward Sum: **\$10,865**

5.1.5.7.2 Service Area: Supervisorial District 1

5.1.5.7.3 Period of Performance: October 1, 2022 – June 30, 2023 (consistent with California Department of Aging contract number NI-2223-19)

5.1.5.7.4 Allocation Letter: Fiscal Year 2022-23 Home and Community Based Services Nutrition Infrastructure Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.10.3 is deleted in its entirety and replaced as follows:

5.10.3 Subrecipient's Unique Entity Identification Number: J84DTEUPPQF8

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

5.10.7 **Amount of Federal Funds Obligated by this Action:**

5.10.7.1 Original Subaward: \$209,000

5.10.7.2 Amendment One: \$79,000

5.10.7.2.1 Federal CARES Act funds: \$15,000

5.10.7.2.2 CDA CARES Act funds: \$64,000

5.10.7.3 Amendment Two: \$21,000

5.10.7.4 Amendment Three: \$95,000

5.10.7.5 Amendment Four: \$65,000

5.10.7.6 Amendment Five: \$516,000

5.10.7.7 Amendment Six: \$57,033

5.10.7.8 Amendment Seven: \$0

5.10.7.9 Amendment Eight: \$76,000

5.10.7.10 Amendment Nine: \$35,000

5.10.7.11 Amendment Ten: \$484,000

5.10.7.11.1 Baseline Funds: \$308,000

5.10.7.11.2 Federal ARPA Funds: \$176,000

5.10.7.12 Amendment Eleven: \$10,865

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

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

5.10.8.1 Subaward Sum Year 1: \$469,000

5.10.8.2 Subaward Sum Year 2: \$384,033

5.10.8.3 Subaward Sum Year 3: \$494,865

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

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$1,290,865 (FY 2020-21 Reallocation funds excluded)

VII. "Exhibit Q (Accounting, Administration and Reporting Requirements) is deleted in its entirety and replaced with the attached "Exhibit Q (Accounting, Administration and Reporting Requirements)", which is incorporated herein by reference.

VIII. "Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)" is deleted in its entirety and replaced with the attached "Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)", which is incorporated herein by reference.

IX. "Exhibit W1 (Budget) Amendment 11 {FY 2022-23 HCBS NI Funding}" is added, is an addendum to "Exhibit W1 (Budget)", and is incorporated herein by reference.

X. "Exhibit X1 (Mandated Program Services) Amendment 11 {FY 2022-23 HCBS NI Funding}" is added, is an addendum to "Exhibit X1 (Mandated Program Services)", and is incorporated herein by reference.

XI. The "Fiscal Year 2022-23 Home and Community Based Services Nutrition Infrastructure Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Eleven** to be subscribed on its behalf by the Director of Aging and Disabilities Department, 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 _____
Dr. Laura Trejo, Director
County of Los Angeles
Aging and Disabilities Department

Date

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP202110
Subaward Number

By _____
Name of Authorized
Representative

Date

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, Acting County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____
Name of Authorized Representative

Date

Title

Signature



City Council Agenda Report

Agenda Item No. 7.h.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-11, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) *ET SEQ.* FOR THE PERIOD OF JANUARY 24, 2023 THROUGH FEBRUARY 15, 2023

SUMMARY: On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 23-11 proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of January 24, 2023 through February 15, 2023.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-11, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period from January 24, 2023 through February 15, 2023.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: In March 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using virtual platforms to comply with health orders. Since that time, several other Executive Orders have been issued that further modified the requirements related to the conduct of teleconference meetings and the right of public participation during the State of Emergency. The Executive Orders collectively operated to remove certain requirements for teleconference meetings, including that each teleconference location be accessible to the public, and that members of the public be able to address the legislative body at each teleconference location.

The Executive Orders allowed the City Council and each of the City's legislative bodies, commissions, and committees subject to the Brown Act to modify how meetings were conducted to protect the health and safety of the legislative bodies, staff, and the public, while ensuring transparency and accessibility for open and public meetings. However, those executive orders expired on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond to the timing of expiration of the executive orders.

AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings during a State of Emergency proclaimed by the Governor, provided that one of the following three criteria is met with respect to the meeting:

- i) State or local officials have imposed or recommended measures to promote social distancing;
- ii) The legislative body is meeting for the purpose of determining, by majority vote, whether as a result of the State of Emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- iii) The legislative body has previously determined, by majority vote, that, as a result of the State of Emergency, meeting in person would present imminent risks to the health or safety of attendees.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed State of Emergency by the Governor (e.g., wildfires) and the City Council can make at least one of the enumerated findings.

On October 26, 2021, City Council adopted Resolution No. 21-69 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of October 26 through November 25, 2021. To avoid a lapse in time between meetings and the effective date of Resolution No. 21-69, on November 9, 2021, City Council adopted Resolution No. 21-72 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of November 9 through December 9, 2021. Since then, City Council has adopted the following resolutions authorizing the same: Resolution No. 21-78 adopted on December 14, 2021 for the period of December 14, 2021 through January 12, 2022; Resolution No. 22-02 adopted on January 11, 2022 for the period of January 11, 2022 through February 9, 2022; Resolution No. 22-11 adopted February 8, 2022 for the period of February 8, 2022 through March 9, 2022; Resolution No. 22-18 adopted March 8, 2022 for the period of March 8, 2022 through April 6, 2022; Resolution No. 22-23 adopted April 12, 2022 for the period of April 12, 2022 through May 12, 2022; Resolution No. 22-33 adopted May 10, 2022 for the period May 10, 2022 through June 8, 2022; Resolution No. 22-39 adopted June 14, 2022 for the period of June 14, 2022 through July 13, 2022; Resolution No. 22-54 adopted July 12, 2022 for the period of July 12, 2022 through August 10, 2022; Resolution No. 22-66 adopted August 2, 2022 for the period through August 31, 2022; Resolution No. 22-72 adopted September 13, 2022 for the period through October 12, 2022; Resolution No. 22-82 adopted October 11, 2022 for the period through November 9, 2022; Resolution 22-87 adopted November 9, 2022 for the period through December 8, 2022; and Resolution No. 22-92 for the period through January 11, 2023.

In large part due to the Omicron variant, there has been a sharp surge of Covid-19 cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations.

In light of the continuing COVID-19 emergency, and the continued threats to health and safety posed by indoor meetings with large attendance, staff recommends adoption of the proposed resolution making the findings required to invoke AB 361. Doing so will allow the meetings of the City Council and each of the City's legislative bodies to continue to occur by teleconference, without adhering to the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply absent invocation of AB 361.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

ATTACHMENT(S):

- A. Resolution No. 23-11

RESOLUTION NO. 23-11

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE USE OF REMOTE TELECONFERENCE
MEETING PROCEDURES BY THE CITY'S LEGISLATIVE
BODIES, AS AUTHORIZED BY GOVERNMENT CODE
SECTION 54953(e) *ET SEQ.*, FOR THE PERIOD OF JANUARY
24, 2023 THROUGH FEBRUARY 15, 2023

WHEREAS, the City Council of the City of South El Monte is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies (as that term is defined in Government Code section 54952, including commissions, boards and committees subject to the Brown Act); and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code section 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, also on March 4, 2020, the County of Los Angeles followed suit and declared the existence of a state of emergency for the County of Los Angeles; and

WHEREAS, on March 12, 2020, out of an abundance of caution to protect the health, safety, and welfare of the community, the Mayor of the City of South El Monte proclaimed a local emergency due to the public health threat caused by COVID-19; and

WHEREAS, the Mayor's proclamation found that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the South El Monte Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 20-24, ratifying the proclamation of a local emergency in response to COVID-19; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing, County officials are requiring masking in an effort to slow the continuously high level of transmission of COVID-19 throughout Los Angeles County, and the Centers for Disease Control and Prevention ("CDC") continue to recommend physical distancing; and

WHEREAS, in large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations; and

WHEREAS, the Council hereby finds that such emergency conditions persist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Council hereby finds that the state of emergency due to the COVID-19 virus and the conditions related thereto has caused, and will continue to cause, conditions of extreme peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and thereby affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City, and ratifies the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, the Council hereby finds that, as a consequence of the existing local emergency, the legislative bodies of the City shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Council affirms that the City will allow for observation and participation by Councilmembers, members of the City's legislative bodies, and the public by allowing public participation and comment in real time via Zoom or by telephone, as well as allowing limited in-

person attendance for certain legislative bodies of the City, as will be duly indicated in the agendas of the legislative bodies, respectively, in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated herein Resolution by reference.

Section 2. The Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City, and affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative bodies in person with no limitations to attendance would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance, and that the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing in connection with the COVID-19 emergency, as required by Government Code section 54953(e) *et seq.*

Section 5. The Interim City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings via teleconference in accordance with Government Code section 54953(e) *et seq.* and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 15, 2023, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act) of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 24th day of January 2023.

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. 23-11, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 24th day of January 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.i.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-12, AMENDING RESOLUTION 23-04, CHANGING THE PUBLIC HEARING DATE FOR METRO FISCAL YEAR 2023 FEDERAL TRANSIT ADMINISTRATION SECTION 5310 PROGRAM FOR ELIGIBLE PROJECTS

SUMMARY: On January 3, 2023, the City Council approved Resolution No. 23-04, calling for a public hearing on February 14, 2023. A new resolution needs to be adopted to Amend Resolution No 23-04, changing the public hearing date to February 22, 2023 in order to be in compliance with Metro's 30-day public hearing notice.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-12, Amending Resolution No. 23-04, Calling for a Public Hearing on February 22, 2023, to Identify Nonprofit Organizations Readily Available to Provide Services for Public Transportation Projects Under the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action.

DISCUSSION: On January 3, 2023, the City Council approved Resolution No. 23-04 calling for a public hearing on February 14, 2023 to identify nonprofit organizations readily available to provide services for public transportation projects under the federal transit administration section 5310 enhanced mobility of seniors and individuals with disabilities program, as a required part of the grant application process to certify that there are no nonprofit organizations readily available in the area to provide transportation services for seniors and individuals with disabilities.

To qualify for a grant allocated by Metro under the Section 5130 Program, the local government authority must hold a public hearing to certify that there are no nonprofit organizations readily available in the area to provide transportation services for seniors and individuals with disabilities. Staff is recommending City Council adopt Resolution No. 23-12, amending the public hearing date from February 14, 2023 to February 22, 2023.

This will ensure that the City is in compliance with Metro's 30-day public hearing notice to afford the opportunity to nonprofits organizations to state that they wish to provide the services for which the City of South El Monte is seeking funds. If no agency or operator comes forward, the City of South El Monte can proceed with the application process.

Staff report prepared by Andrés González, Senior Services Supervisor.

ATTACHMENT(S):

- A. Resolution No. 23-12 REDLINED
- B. Final Resolution No. 23-12

ATTACHMENT A

RESOLUTION NO. 23-~~04~~12

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AMENDING RESOLUTION NO. 23-04, CALLING FOR A PUBLIC HEARING ON FEBRUARY ~~10~~22, 2023, TO IDENTIFY NONPROFIT ORGANIZATIONS READILY AVAILABLE TO PROVIDE SERVICES FOR PUBLIC TRANSPORTATION PROJECTS UNDER THE FEDERAL TRANSIT ADMINISTRATION SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

WHEREAS, the City of South El Monte (“City”) provides transportation services to the community, including seniors and individuals with disabilities; and

WHEREAS, the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (“Section 5310 Program”) provides operating and capital assistance for public transportation projects that i) are planned, designed and carried out to meet the special needs of seniors (65+) and individuals with disabilities (any age) when public transportation is insufficient, inappropriate, or unavailable; ii) exceed the requirements of the Americans with Disabilities Act (ADA) of 1990; iii) improve access to fixed route service and decrease reliance on complementary paratransit, and/or iv) provide alternatives to public transportation projects for seniors (65+) and individuals with disabilities (any age); and

WHEREAS, the Federal Transit Administration grants Section 5310 Program funds to certified recipients under 49. U.S.C.A section 5310(b)(1), who may allocate funds received under the Program to subrecipients under 49. U.S.C.A section 5310(b)(2), including state and local governmental authorities, on a fair and equitable basis; and

WHEREAS, under 49. U.S.C.A section 5310(b)(2), state and local governmental authorities may receive funds if they certify that there are no private nonprofit organizations readily available in the area to provide the public transportation services under the program; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”) is the designated recipient of Section 5310 Program funds apportioned for the areas in Los Angeles County that are within the urbanized areas of Los Angeles-Long Beach-Anaheim (UZA 60020), Lancaster-Palmdale (UZA 63570) and Santa Clarita (UZA 61770); and

WHEREAS, Metro is currently accepting applications from potential subrecipients for Section 5310 Program funding for the 2023 Fiscal Year, with an application deadline of February 27, 2023; and

WHEREAS, the City wishes to enhance transportation services for seniors and individuals with disabilities by applying for Federal Transit Administration Section 5310 Program (“Section 5310 Program”) grant funds administered by Metro, and seeks to certify that there are no nonprofit organizations readily available in the area to provide the public transportation services under the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council sets February ~~14~~22, 2023, at 6:00 p.m. or thereafter, as the date and time of a public hearing as required as part of the Section 5310 Program grant application process to certify that there are no nonprofit organizations readily available in the area to provide public transportation services for Seniors and Individuals with Disabilities, as defined under 29. U.S.C.A section 5310(a)(1). The City Clerk is hereby ordered to provide notice of such public hearing as required by law.

SECTION 2. If no nonprofit organizations who are readily available in the area to provide public transportation services, as defined under 29. U.S.C.A section 5310(a)(1), come forward at the public hearing, the City Council hereby authorizes and directs staff to proceed with Metro's Section 5310 Program application process to receive funds as a subrecipient.

SECTION 3. The City Council hereby authorizes and directs the Interim City Manager to execute the Agreement for LA Metro's Federal Section 5310 Grant Program in a form approved by the City Attorney.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution No. 23-04.

PASSED, APPROVED AND ADOPTED this ~~10~~th-24th day of January 2023.

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. 23-~~04~~12 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 ~~10~~th-24th day of January 2023 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

RESOLUTION NO. 23-12

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AMENDING RESOLUTION NO. 23-04, CALLING FOR A PUBLIC HEARING ON FEBRUARY 22, 2023, TO IDENTIFY NONPROFIT ORGANIZATIONS READILY AVAILABLE TO PROVIDE SERVICES FOR PUBLIC TRANSPORTATION PROJECTS UNDER THE FEDERAL TRANSIT ADMINISTRATION SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

WHEREAS, the City of South El Monte (“City”) provides transportation services to the community, including seniors and individuals with disabilities; and

WHEREAS, the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (“Section 5310 Program”) provides operating and capital assistance for public transportation projects that i) are planned, designed and carried out to meet the special needs of seniors (65+) and individuals with disabilities (any age) when public transportation is insufficient, inappropriate, or unavailable; ii) exceed the requirements of the Americans with Disabilities Act (ADA) of 1990; iii) improve access to fixed route service and decrease reliance on complementary paratransit, and/or iv) provide alternatives to public transportation projects for seniors (65+) and individuals with disabilities (any age); and

WHEREAS, the Federal Transit Administration grants Section 5310 Program funds to certified recipients under 49. U.S.C.A section 5310(b)(1), who may allocate funds received under the Program to subrecipients under 49. U.S.C.A section 5310(b)(2), including state and local governmental authorities, on a fair and equitable basis; and

WHEREAS, under 49. U.S.C.A section 5310(b)(2), state and local governmental authorities may receive funds if they certify that there are no private nonprofit organizations readily available in the area to provide the public transportation services under the program; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”) is the designated recipient of Section 5310 Program funds apportioned for the areas in Los Angeles County that are within the urbanized areas of Los Angeles-Long Beach-Anaheim (UZA 60020), Lancaster-Palmdale (UZA 63570) and Santa Clarita (UZA 61770); and

WHEREAS, Metro is currently accepting applications from potential subrecipients for Section 5310 Program funding for the 2023 Fiscal Year, with an application deadline of February 27, 2023; and

WHEREAS, the City wishes to enhance transportation services for seniors and individuals with disabilities by applying for Federal Transit Administration Section 5310 Program (“Section 5310 Program”) grant funds administered by Metro, and seeks to certify that there are no nonprofit organizations readily available in the area to provide the public transportation services under the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council sets February 22, 2023, at 6:00 p.m. or thereafter, as the date and time of a public hearing as required as part of the Section 5310 Program grant application process to certify that there are no nonprofit organizations readily available in the area to provide public transportation services for Seniors and Individuals with Disabilities, as defined under 29. U.S.C.A section 5310(a)(1). The City Clerk is hereby ordered to provide notice of such public hearing as required by law.

SECTION 2. If no nonprofit organizations who are readily available in the area to provide public transportation services, as defined under 29. U.S.C.A section 5310(a)(1), come forward at the public hearing, the City Council hereby authorizes and directs staff to proceed with Metro's Section 5310 Program application process to receive funds as a subrecipient.

SECTION 3. The City Council hereby authorizes and directs the Interim City Manager to execute the Agreement for LA Metro's Federal Section 5310 Grant Program in a form approved by the City Attorney.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution No. 23-04.

PASSED, APPROVED AND ADOPTED this 24th day of January 2023.

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. 23-12 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 24th day of January 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 8.a.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-13, AUTHORIZING THE ALLOCATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2023–24

SUMMARY: Provide the Council with recommendations for the use of the City's estimated FY 2023–24 CDBG allocation, acknowledging the priority of need and eligibility. The Public Notice was posted December 22, 2022.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 23-13, Authorizing the Allocation of the Community Development Block Grant (CDBG) Funds for Fiscal Year 2023-24;
4. Authorizing Interim City Manager to execute agreement for the Fiscal Year 2022–23 CDBG project with the Los Angeles County Development Authority (LACDA), subject to approved as to form by the City Attorney; and
5. Authorize Interim City Manager to adjust the project budget, as necessary, to account for final CDBG allocations and any amounts unexpended at the close of FY 2022-23.

FISCAL/FINANCIAL IMPACT: Funding for this project is provided by CDBG funds. Allocation for fiscal year 2023-24 is \$238,745. Additionally, the City has approximately \$231,271 in un-programmed CDBG funds. The total amount available for programming is approximately \$470,016. Final numbers will be provided by the LACDA in early March 2023.

DISCUSSION: There are two (2) proposed projects. Staff is recommending programming its CDBG funds for the following programs/projects: (i) Public Facilities & Improvements - Upgrades to City Hall restrooms, and (ii) the Code Enforcement Program. Additional details are provided in Exhibit A.

Staff report prepared by Angie Hernandez, Community Development Executive Assistant

ATTACHMENT(S):

- A. Program Projects
- B. Resolution No. 23-13

Recommendation 1

Public Facilities and Improvements – City Hall Restrooms Upgrade Project

Project 1: This project is being programmed under Fiscal Year 2023-2024. The project will be allocated \$238,745 (CDBG funding).

The goal of programming these funds is to perform ADA restroom upgrade at City Hall. Staff recommends the funds be programmed to improve accessibility for the public to use when using this facility.

Recommendation 2

Code Enforcement Program

Project 2: Code Enforcement Program for \$100,000. CDBG funds will be used for personnel and non-personnel costs associated with one Code Enforcement Officer dedicated to designated census tracts in South El Monte.

Total Budget Amount is estimated at \$338,745.

ATTACHMENT B

RESOLUTION NO. 23-13

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL,
AUTHORIZING THE ALLOCATION OF THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL
YEAR 2023–24.

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of South El Monte contracts with the Los Angeles County Development Authority (LACDA) for the disbursement of CDBG Funds, through the Small Cities Program; and

WHEREAS, the City of South El Monte will receive an estimated total of \$338,745 in Fiscal Year 2023–24 in CDBG Funds; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public an opportunity to comment on the programs proposed for the Fiscal Year 2023–24 CDBG Funds Program, which include: (i) the Public Facilities & Improvements – City Hall restrooms upgrade project and (ii) the Code Enforcement Program.

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

SECTION 1. The City Council hereby approves the Community Development Block Grant (CDBG) Program budget for Fiscal Year 2023–24 in the amount of \$338,745 and instructs staff to submit the necessary documents and a copy of this Resolution to the Los Angeles County Development Authority.

SECTION 2. The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, and implementing a new or cancelling existing activities to allow for the timely expenditure of CDBG-funds.

SECTION 3. The City Council authorizes the City Manager to take all actions necessary to effectuate and execute agreements with LACDA in connection with the 2023–24 CDBG projects, subject to the approval as to form by the City Attorney.

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

PASSED, APPROVED AND ADOPTED on this 24th day of January, 2023.

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. 23-13 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 24th day of January, 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.a.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: APPOINTMENT OF COUNCIL DELEGATE TO THE
CALIFORNIA CONTRACT CITIES
ASSOCIATION

SUMMARY: Mayor to appoint a delegate to the California Contract Cities Association.

RECOMMENDED ACTION: Staff recommends City Council approve the Mayor's appointment of a delegate to the California Contract Cities Association.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: The current delegate was not re-elected during the City's General Municipal Election held on November 8, 2022. Therefore, there is a vacancy for a delegate to the California Contract Cities Association. The Association is a statewide organization to promote legislation favorable to contract cities.

Under state law, an elected Mayor, with the approval of the city council, appoints the delegates and alternates. Government Code Section 40605 provides: "In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute."

The California Contract Cities Association, located at 17315 Studebaker Rd., Ste. 210, Cerritos, CA 90703, meets the third Wednesday of the month at 6:30 p.m. at various locations. There is no compensation for this organization.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.b.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: UPDATE TO THE CONCEPT FOR THE ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN AND THE SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY

SUMMARY: The City of South El Monte received funding from Caltrans through a Sustainable Communities Grant (State SB-1) to prepare planning level documents for the Rosemead Boulevard Corridor. The plan has conceptualized Rosemead Boulevard as a multi-modal corridor that engages participants in active and safe modes of transportation. The project examined traffic calming strategies to increase pedestrian safety and improve the City's existing bicycle network and quality of public transport. During this study, staff was aware of Metro's and San Gabriel Valley Council of Government's Transit Feasibility Study that included Rosemead Blvd.

RECOMMENDED ACTION: Staff recommends City Council:

1. Receive presentations by Metro/San Gabriel Valley Council of Government (SGVCOG) Staff and Alta consulting;
2. Provide comments on SGVCOG's Bus Rapid Transit BRT study and the Rosemead Blvd. Corridor Enhancement Study;
3. Instruct the Alta consultant to prepare the draft study that includes the City Council's comments to the design concept and present it before the community at the final outreach scheduled per the grant timeline; and
4. Alta Consulting to present the final draft before the City Council at the February 24, 2023 council meeting.

FISCAL/FINANCIAL IMPACT: The fiscal impact to the City is \$340,000, of which \$301,002 will be reimbursed by State Department of Transportation SB-1 competitive grant, and \$38,998 will be reimbursed by Measure M funds.

DISCUSSION: This project provides a plan for future conceptual funding and use for the Rosemead Corridor. The major challenge with changing traffic patterns or incorporating new bike lanes and introducing new uses to any street will be the community outreach

and participation conducted. In this case, that was a major focal point of this study. In order to engage in dialogue with the community, multiple outreach efforts were conducted using various methods to achieve the most successful community input. Below is a summary of the results:

- The consultant received 487 responses through the online survey.
- Door-to-Door Canvassing on Rosemead
- Pop-up Events (4 locations)
- Text Banking (2,360 numbers sent)
- Lawn Sign distribution
- Social Media (1,880 impressions)
- Project Videos (155 views)
- 5,114 Individual Touch Points
- Virtual Engagement Reach: 4,882 People
- In-Person Engagement Reach: 262 People
- Survey Responses from SEM residents: 160

Based on the community outreach efforts, City Council, City staff and San Gabriel Valley Council of Government's input, the consultant narrowed down the design concepts to the two options attached here. Once a final concept is selected by both the City Council and the community, a final draft will be presented for approval.

Staff report prepared by Angie Hernandez, Community Development Executive Assistant

ATTACHMENT(S):

- A. Metro/SGVCOG Presentation
- B. Alta Planning and Design Presentation



SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY

CITY COUNCIL - CITY OF SOUTH EL MONTE

JANUARY 24, 2023

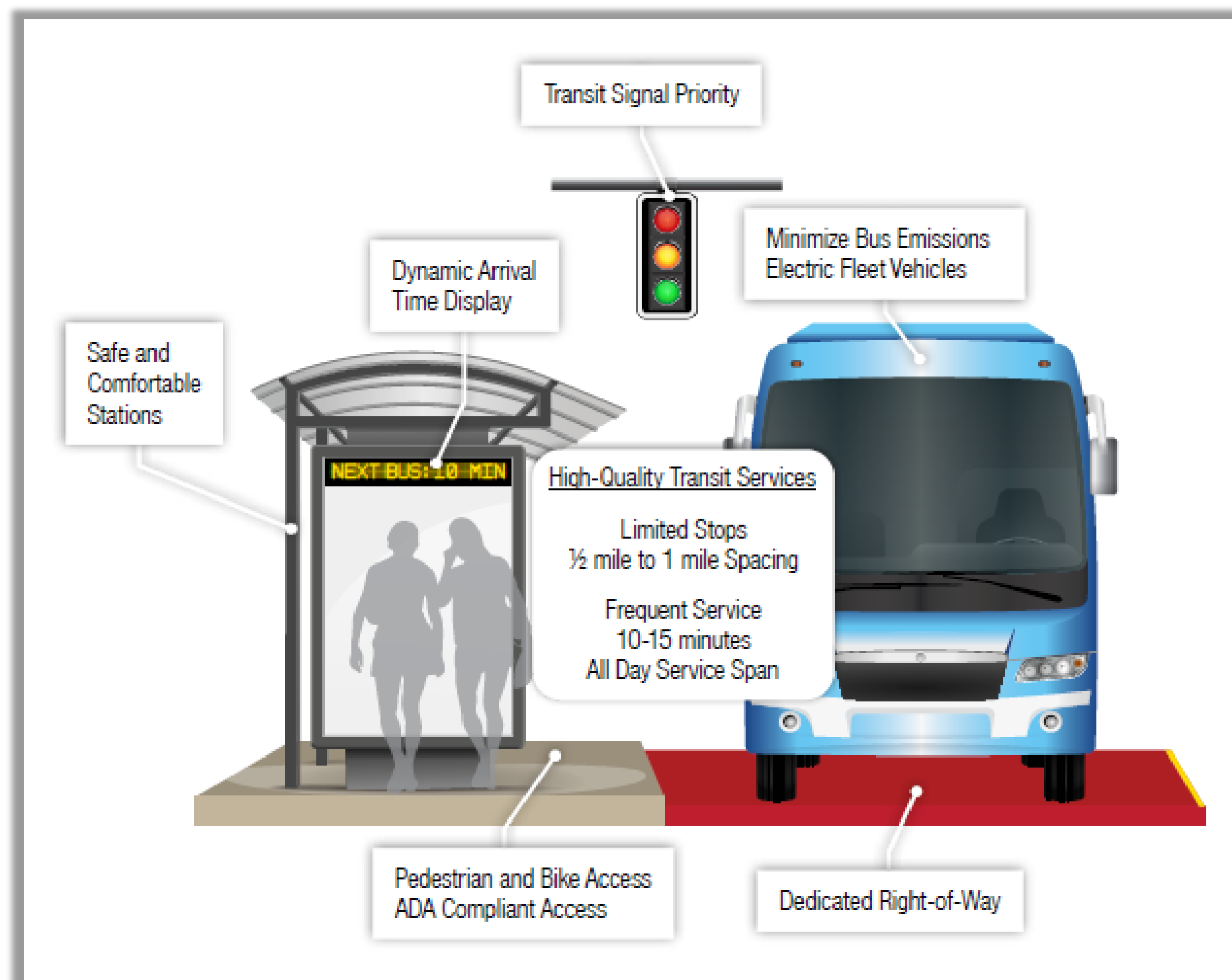


Metro®

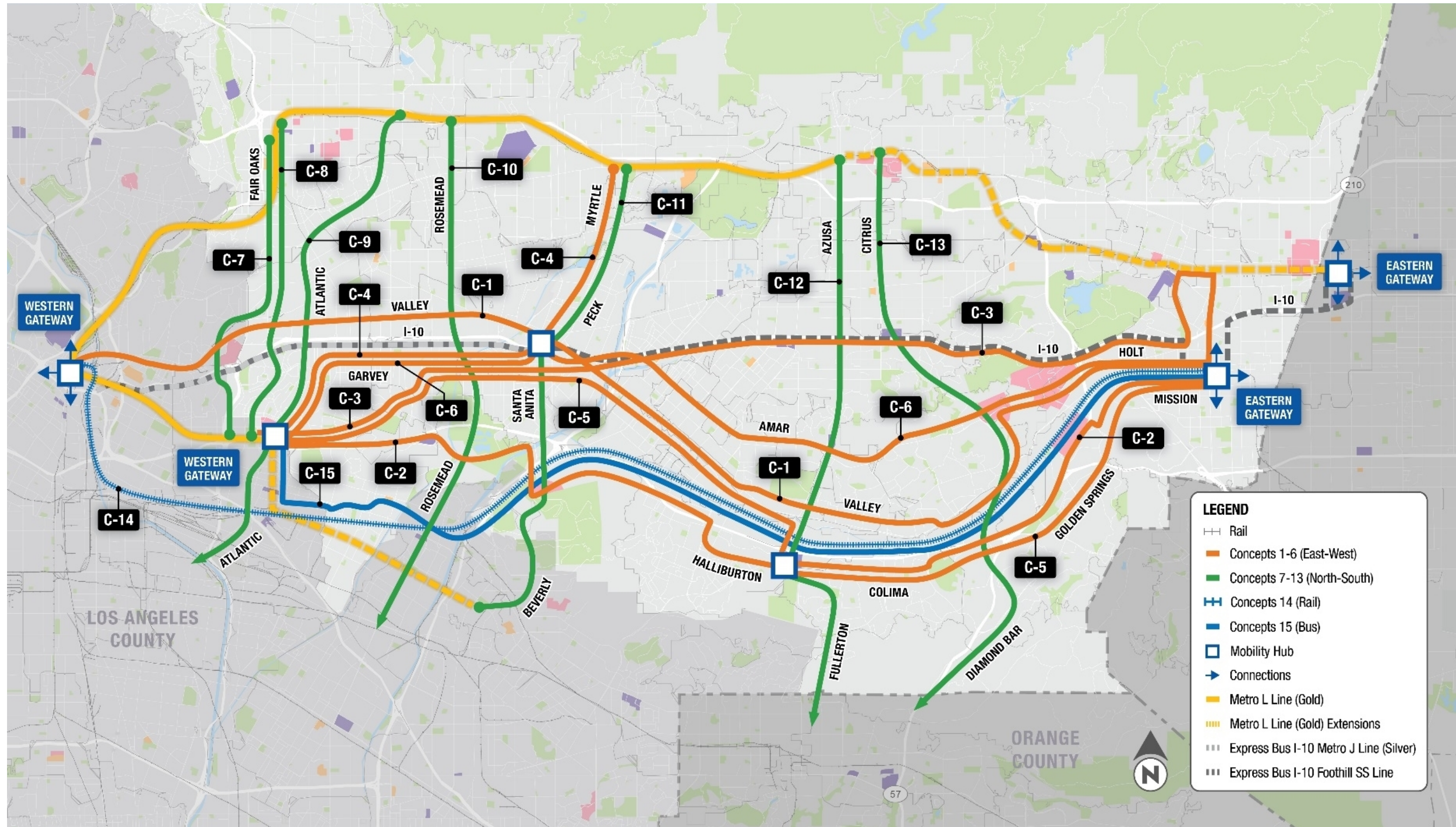
Agenda

- ❖ **Welcome** (Roy Choi, San Gabriel Valley Council of Governments)
- ❖ **Purpose of SGV Transit Feasibility Study**
- ❖ **Phase One BRT Options**
- ❖ **Community Outreach Efforts** (Claudia Mejia, Outreach Project Manager)
- ❖ **Working Draft Vision Plan**
- ❖ **Rosemead Blvd Corridor**
- ❖ **Garvey Ave Corridor**

Bus Rapid Transit Features



15 Initial Concepts



East-West Evaluation Results

Criteria	Concept 1 – Valley Boulevard	Concept 2 – SR-60	Concept 3 – I-10	Concept 4 – Garvey-Peck	Concept 5 – Valley-Colima-Golden Springs	Concept 6 – Garvey-Amar	Concept 14 & 15 – Commuter Rail / Bus *
Fulfills near-term needs	●	✓	✗	✗	✓	✗	✗
Improves transit service	✓	✓	✗	●	✓	✗	●
Addresses existing travel trends within SGV	●	✓	●	✗	✓	✗	✓
Provides mobility to EFCs and other local communities	●	✗	✓	●	✓	✓	✗
Increases access to major SGV transit hubs	✓	✓	●	✓	✗	✗	✗
Increases access to major SGV activity centers	●	✓	✓	✗	●	●	✓
Facilitates access to bike/ped facilities	✓	✗	●	●	●	✓	✗
Minimizes conflicts with goods movement	✓	●	●	✓	✓	✓	✗
Supports land use and development	✓	●	✗	✓	✓	✓	✗
OVERALL SCORING	Moderate	Moderate	Low	Low	High	Low	Low

Notes: ✓ = positive score; ● = neutral score; and ✗ = negative score

* - Scoring weighted towards rail score

Outreach

❖ Phase 1

Outreach efforts conducted in Eng., Span. Chinese

- ❖ 4 - Technical Advisory Committee (TAC) Meetings
- ❖ 4 - Elected Officials Briefings
- ❖ 14 One-on-One City/Commission Briefings including:
 - ❖ City of So. El Monte – March 23, 2022
 - ❖ City of El Monte – June 9, 2022
- ❖ 1 Key Stakeholder Briefing
- ❖ Interactive Outreach Map – 15 alternatives, available from Feb. – Sept. 2022
- ❖ Public Outreach Survey – available from Dec. 2021 to Jan. 2022
- ❖ 2- Community Workshops – Feb. 2022
 - ❖ Facebook Ad Campaigns
 - ❖ Social Media Tool Kit

❖ Phase 2

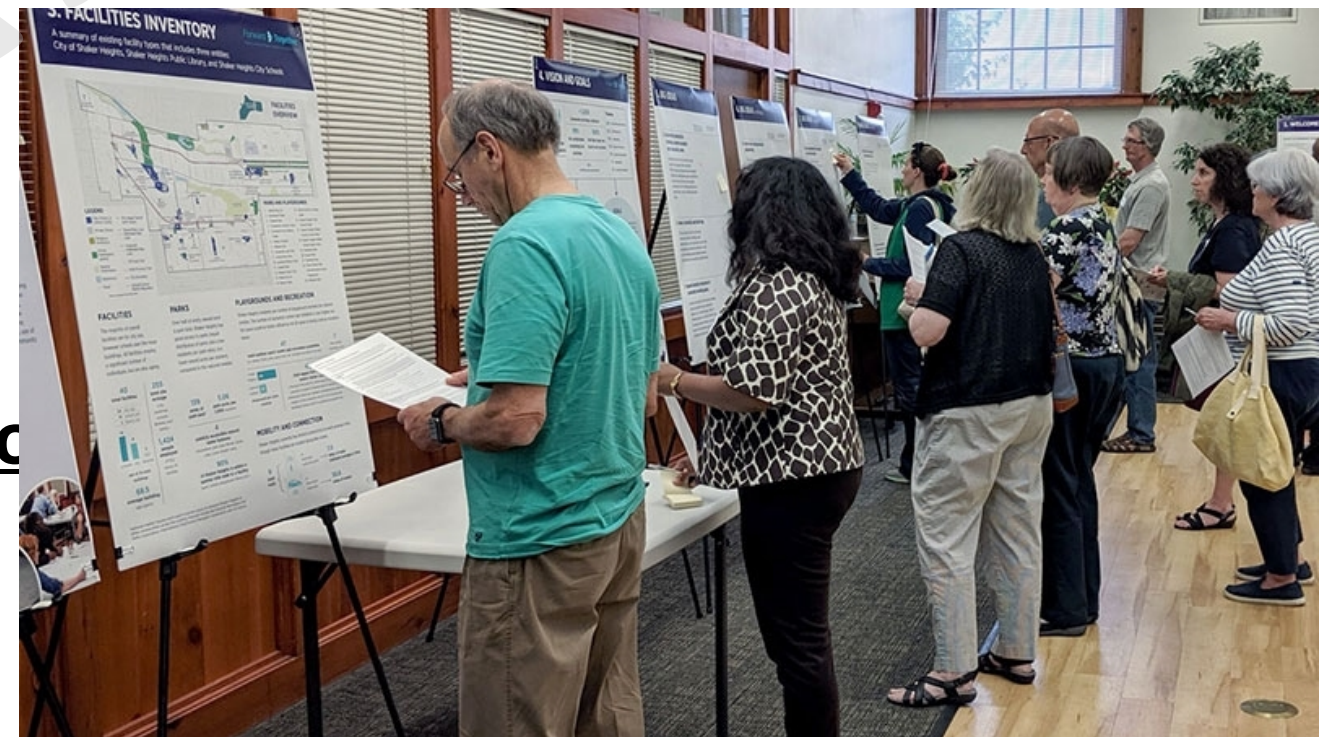
Outreach efforts conducted in Eng., Span. Chinese

- ❖ 1 - Technical Advisory Committee (TAC) Meetings
- ❖ 2 - Elected Officials Briefings
- ❖ 20 - One-on-One City/Commission Briefings including:
 - ❖ City of So. El Monte – Nov. 7, 2022
 - ❖ City of El Monte – Dec. 29, 2022
 - ❖ City of So. El Monte – Jan. 19, 2023
- ❖ Interactive Outreach Map – Remaining alternatives, available through Phase 2
- ❖ 1- Community Workshops – Sept. 2022
 - ❖ Facebook Ad Campaigns
 - ❖ Social Media Tool Kit
- ❖ 3-Pop-Up Events:
 - ❖ City of South El Monte Harvest Festival – Oct. 2022

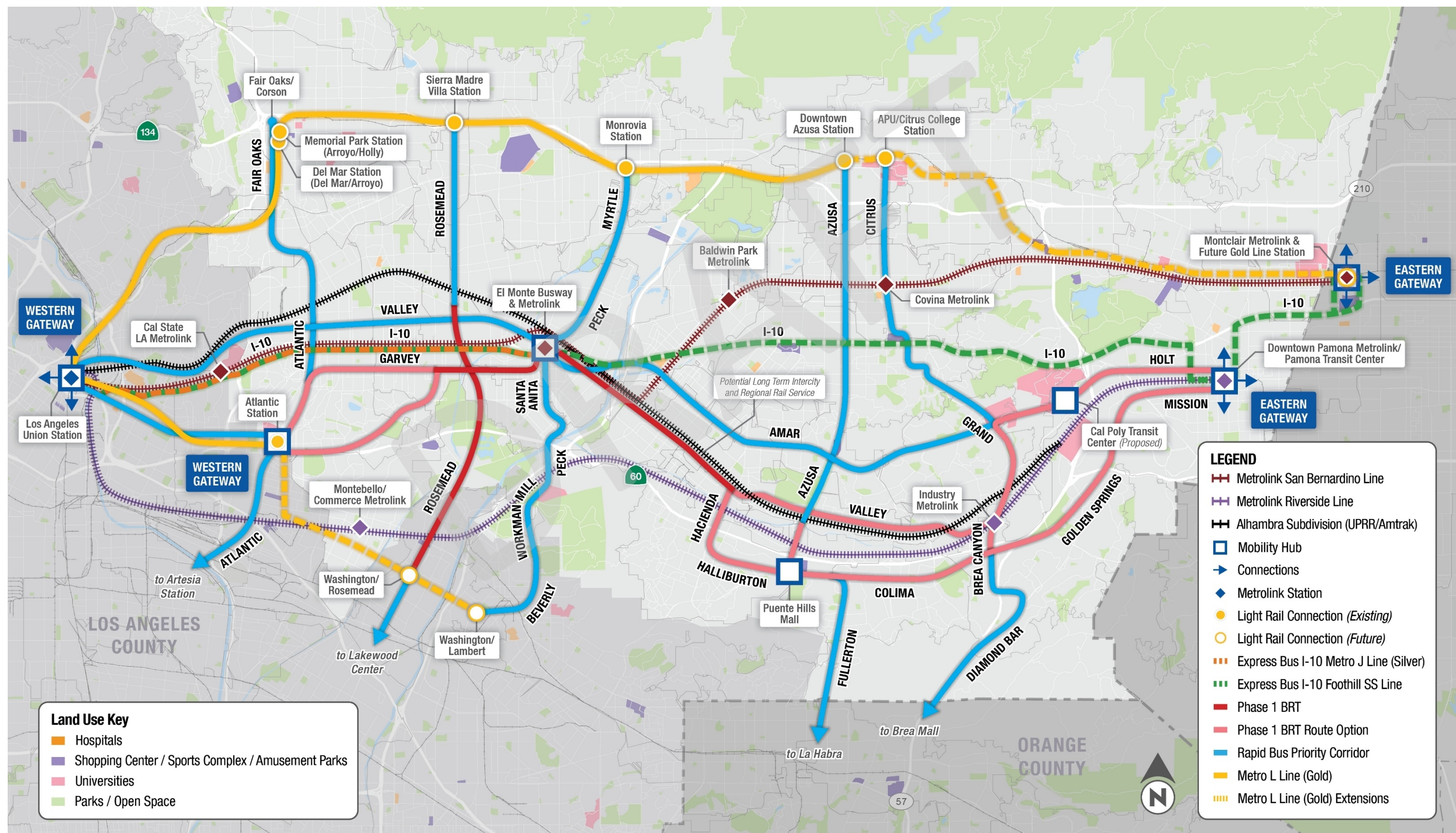


Outreach

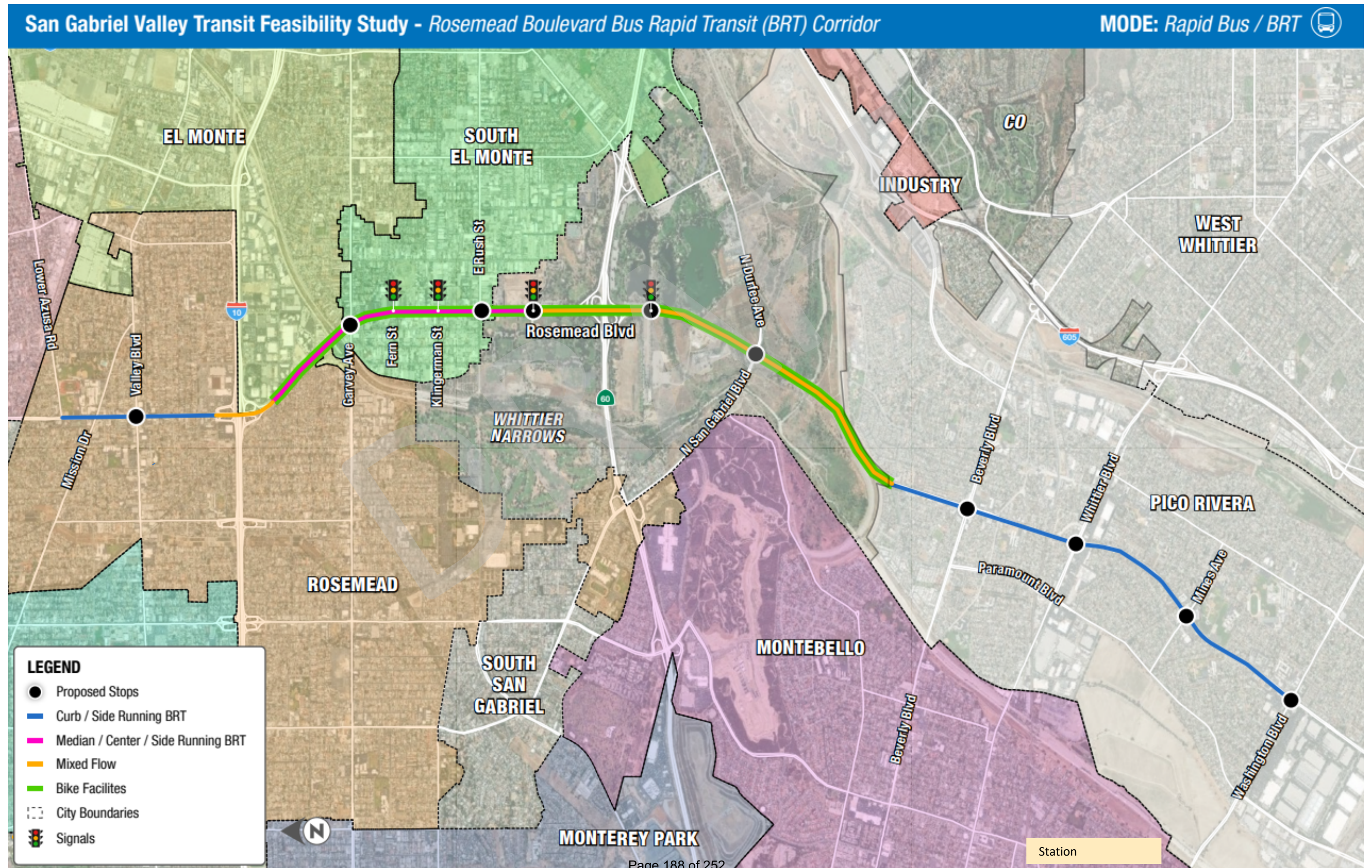
- ❖ Technical Advisory Committee
- ❖ Public Agencies / Elected Official Briefings
- ❖ Key Stakeholders / One-on-One Briefings
- ❖ Community Workshops
- ❖ Upcoming Community Pop-up Events
- ❖ Study Webpage Available – Ongoing Updates:
www.sgvkog.org/transit-study
- ❖ Interactive Maps
- ❖ Ongoing social media posts
- ❖ Submit Comments to sgvtransitstudy@sgvkog.org
- ❖ Call us at 888-574-8264
- ❖ Contact Roy Choi, Manager of Transportation, SGVCOG: roychoi@sgvkog.org



Working Draft Vision Plan

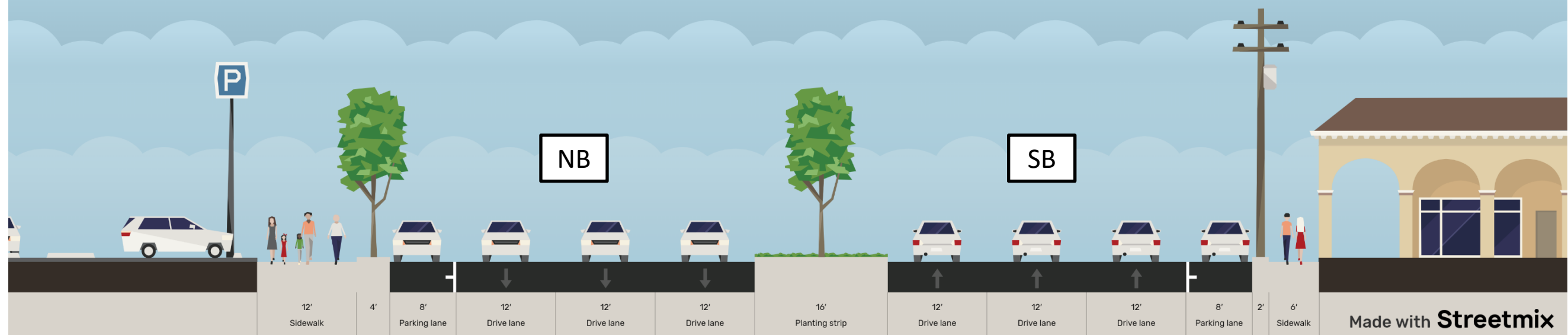


Rosemead Blvd BRT Map

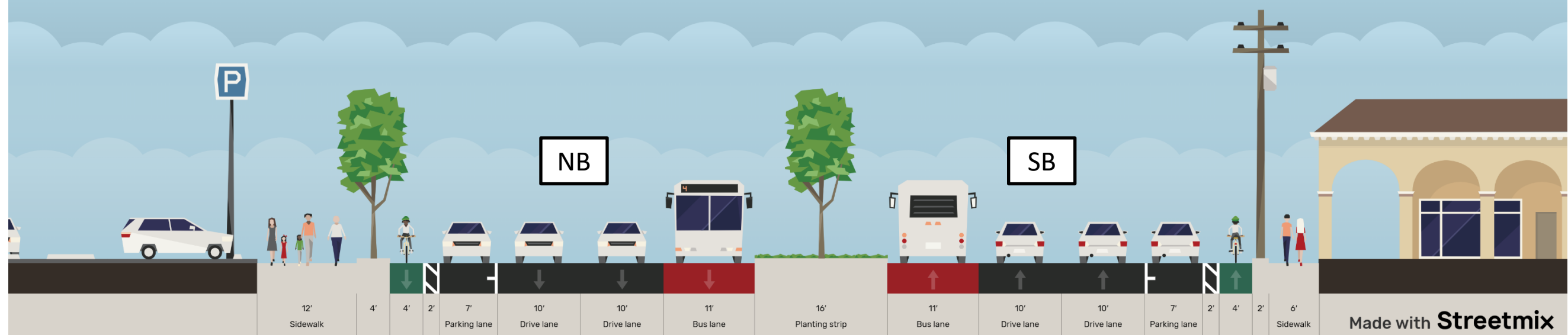


Rosemead Blvd Section C – Garvey Ave to Rush St

Rosemead Blvd (Garvey Ave to Rush St) - Existing

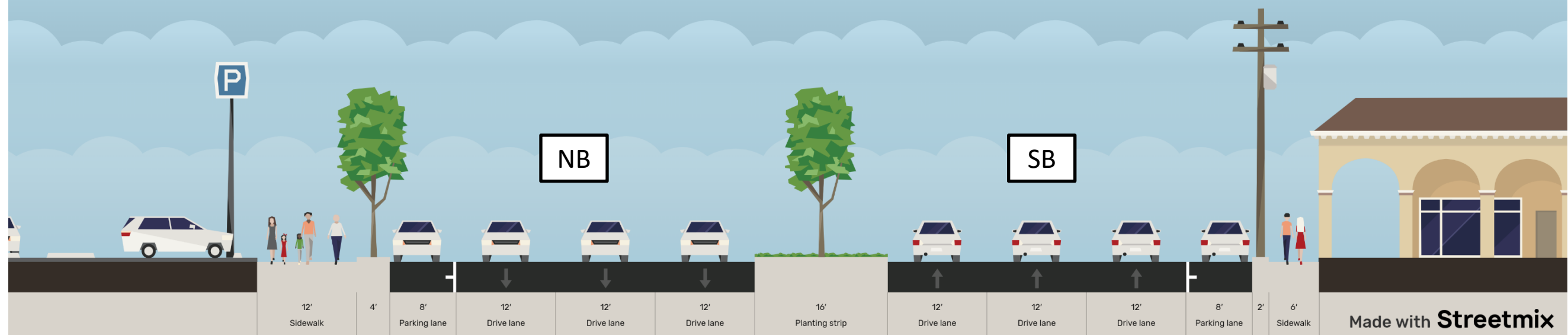


Rosemead Blvd(Garvey Ave-Rush St)-Med Running BRT

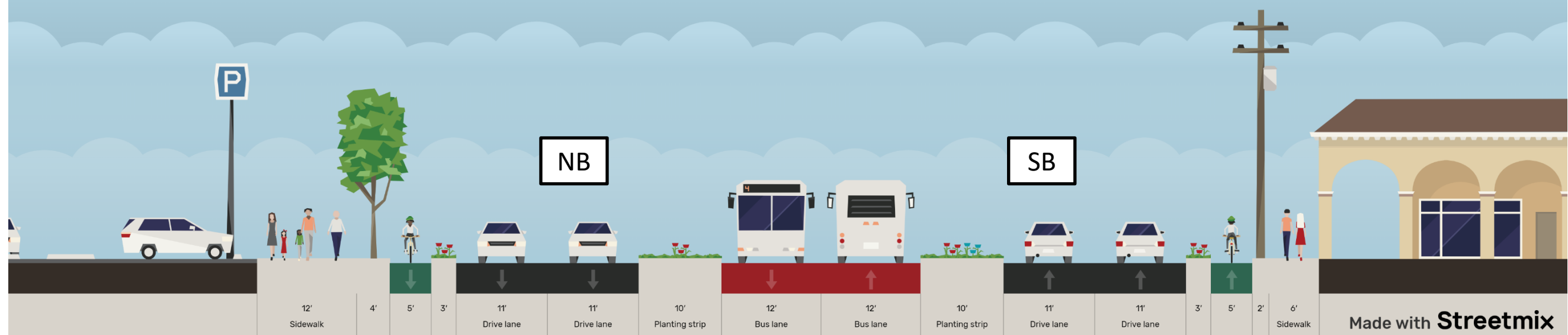


Rosemead Blvd Section C – Garvey Ave to Rush St

Rosemead Blvd (Garvey Ave to Rush St) - Existing

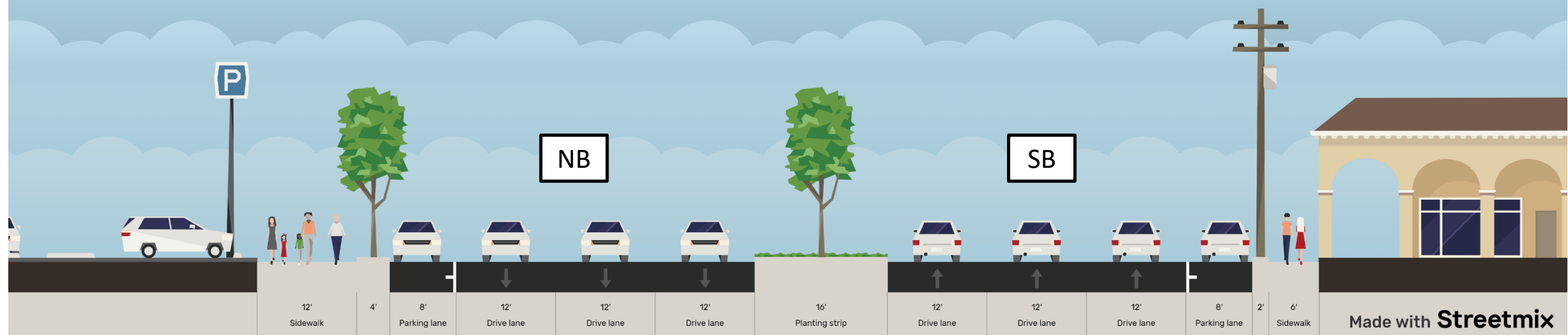


Rosemead Blvd (Garvey Ave to Rush St)- Center BRT

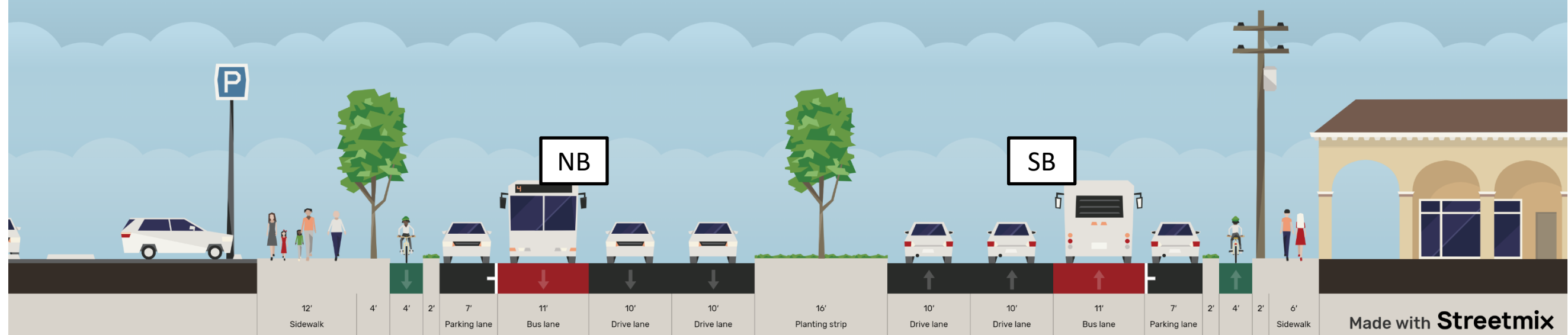


Rosemead Blvd Section C – Garvey Ave to Rush St

Rosemead Blvd (Garvey Ave to Rush St) - Existing



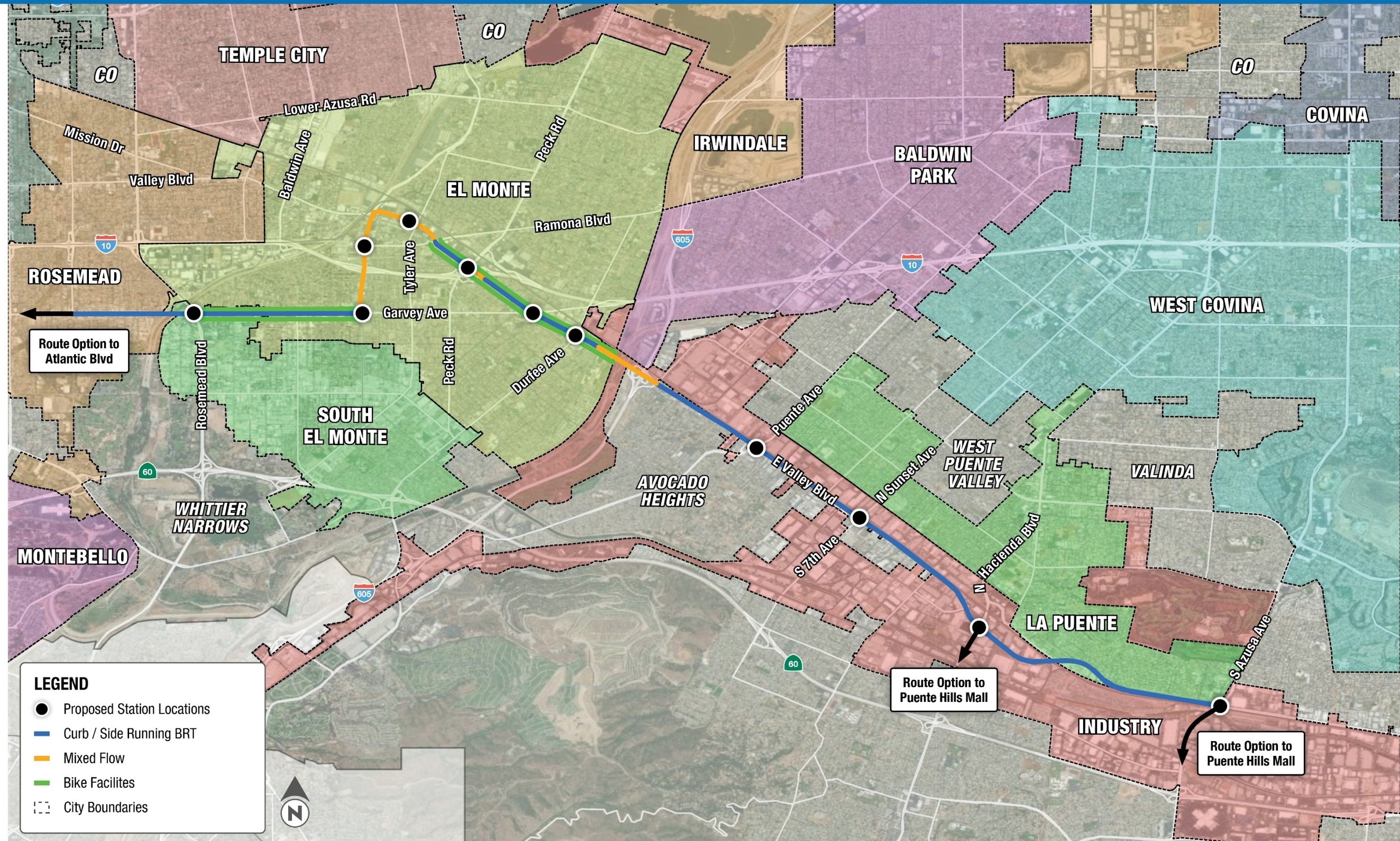
Rosemead Blvd (Garvey Ave to Rush St) - Side BRT



Garvey - Valley Blvd BRT Map

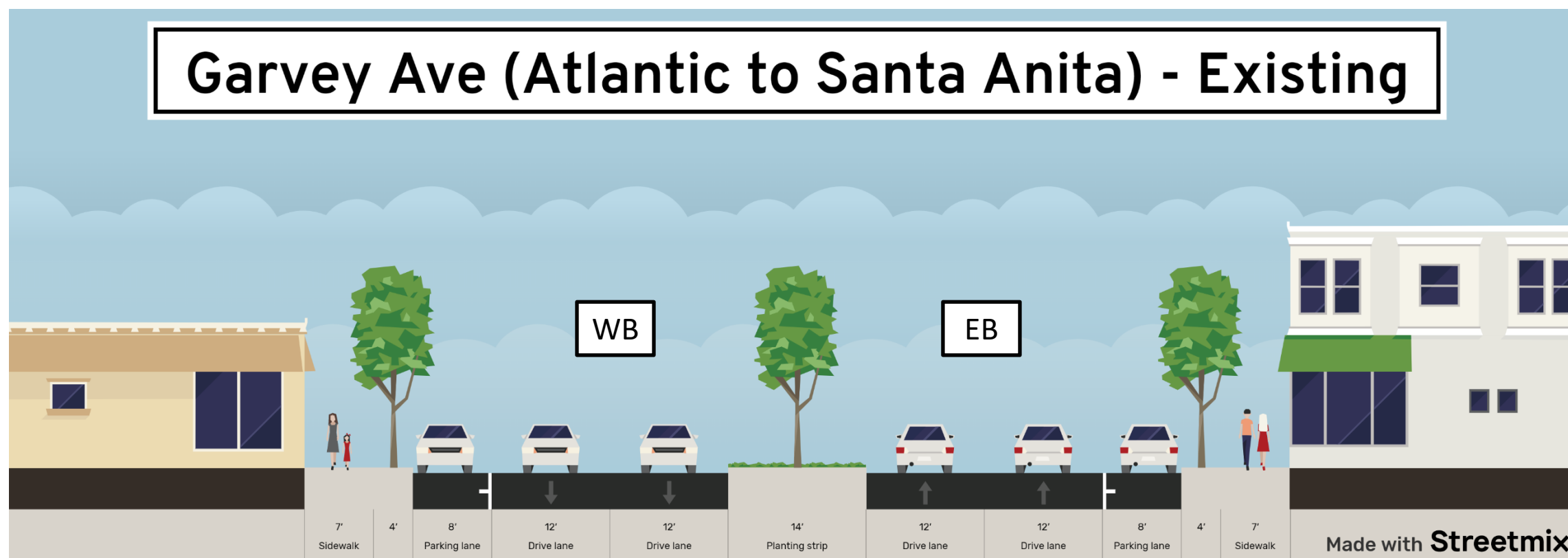
San Gabriel Valley Transit Feasibility Study - Garvey & Valley Boulevard Bus Rapid Transit (BRT) Corridor

MODE: Rapid Bus / BRT 

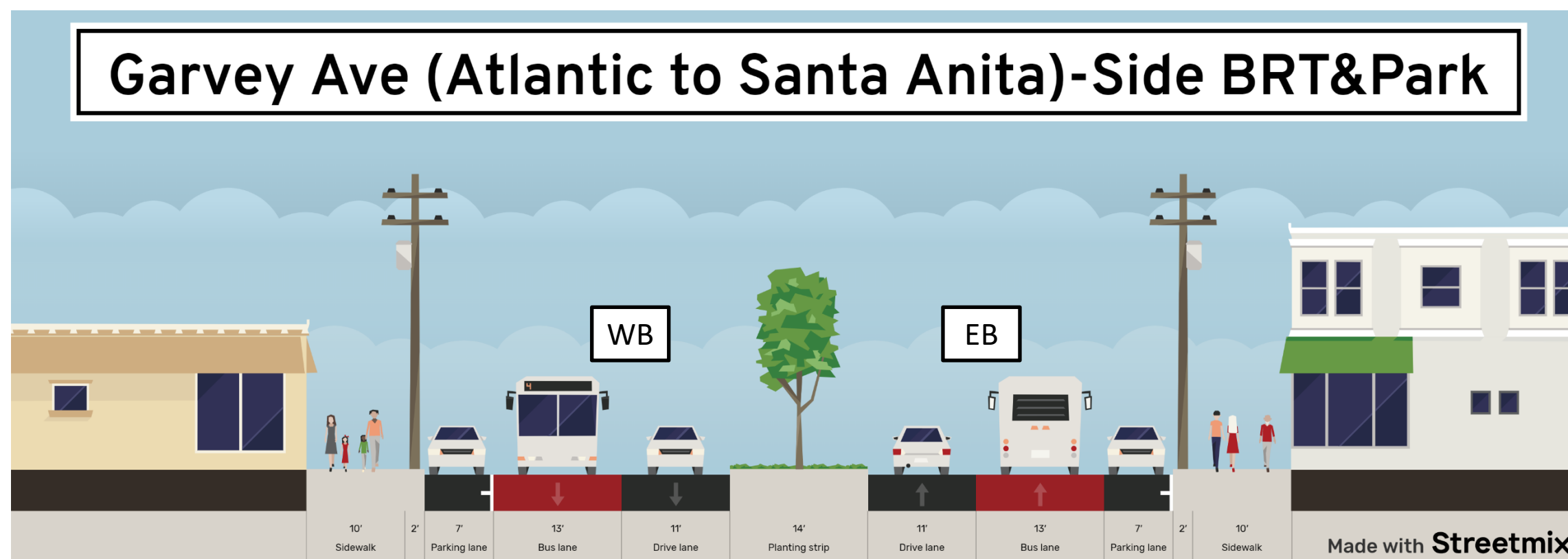


Garvey Ave – Atlantic Boulevard to New Ave

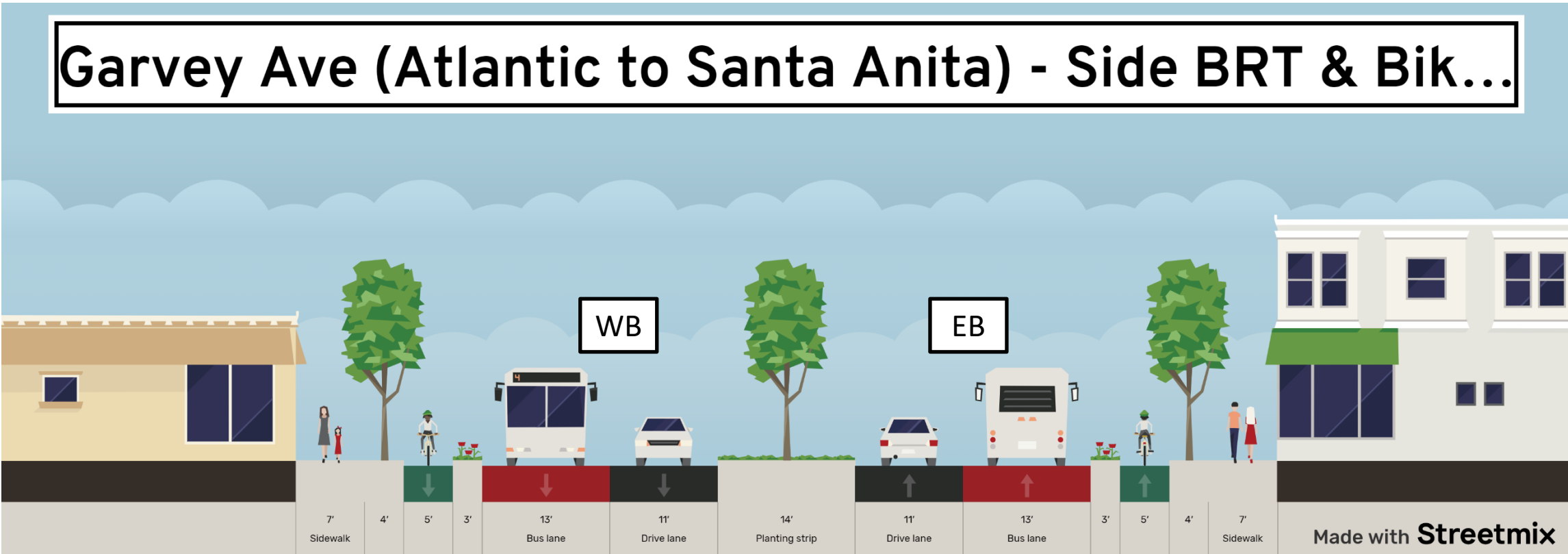
Garvey Ave (Atlantic to Santa Anita) - Existing



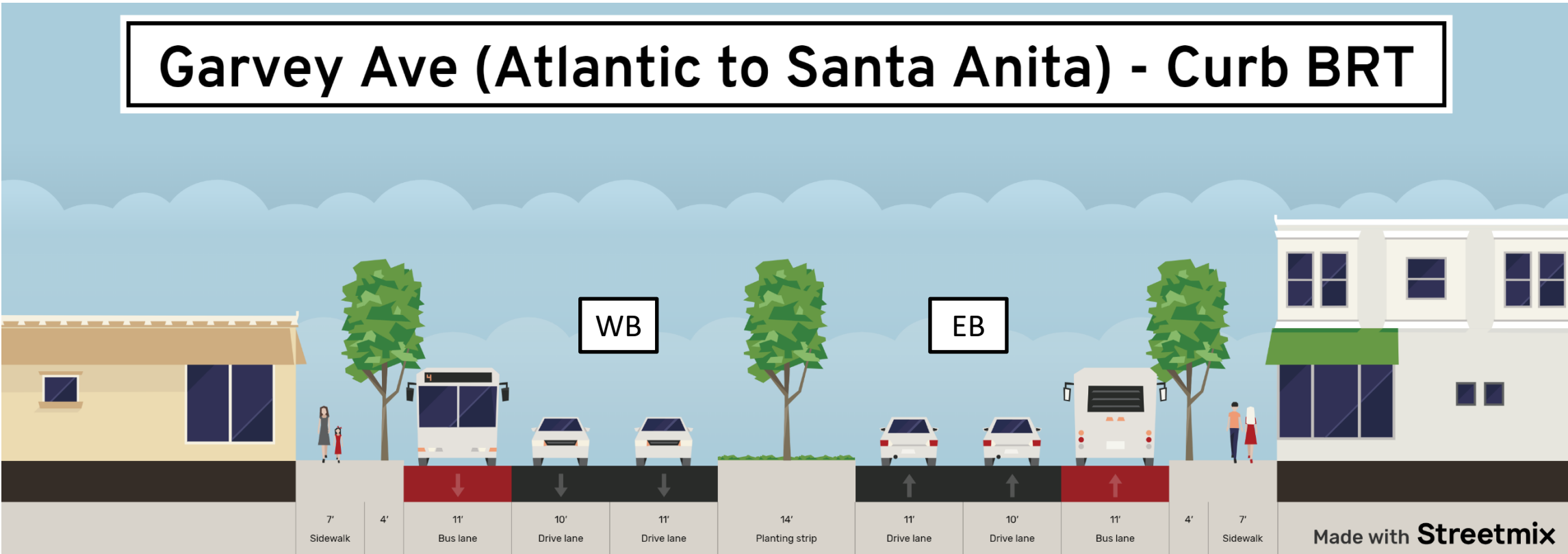
Garvey Ave (Atlantic to Santa Anita)-Side BRT&Park



Garvey Ave – Atlantic Boulevard to New Ave

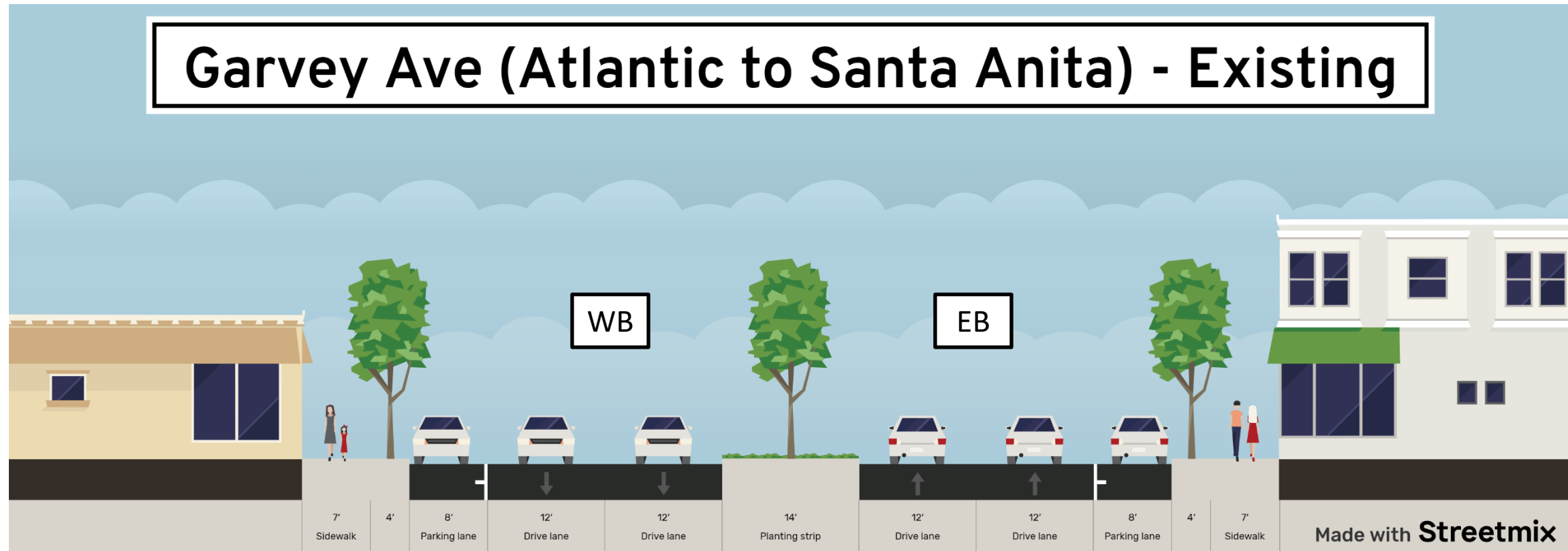


Garvey Ave – Atlantic Boulevard to New Ave

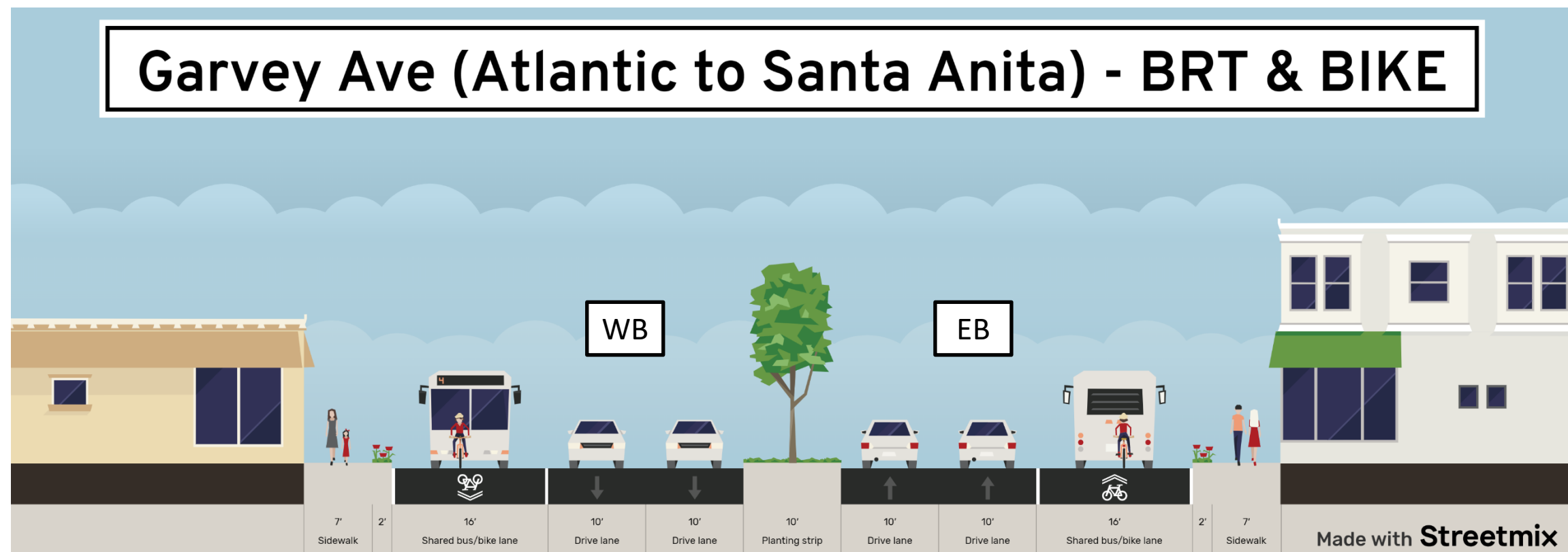


Garvey Ave – Atlantic Boulevard to New Ave

Garvey Ave (Atlantic to Santa Anita) - Existing



Garvey Ave (Atlantic to Santa Anita) - BRT & BIKE





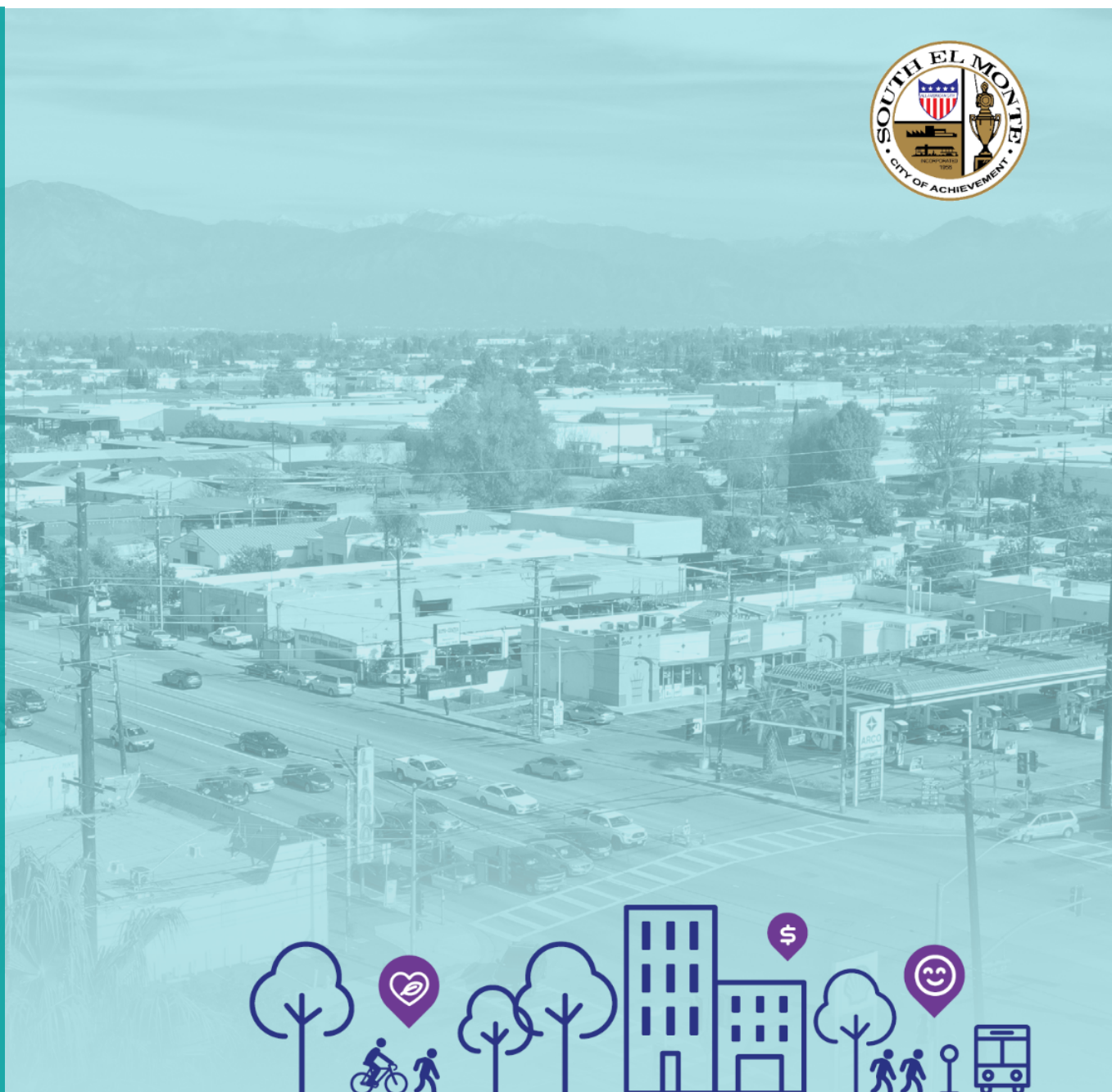


City of South El
Monte

Rosemead Boulevard Corridor Study

Project Update
01/24/23

alta



Reimagining Rosemead



Study Purpose:

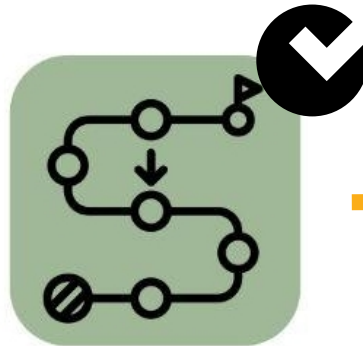
- Identify ways to **reconfigure Rosemead Boulevard** as new development arrives
- Address the **transfer from Caltrans to South El Monte**
- Improve roadway safety for **all users**
- Align with Bus Rapid Transit plans
- **Engage the**

Project Overview



Phase 1: Introduction & Existing Conditions

- Community Outreach #1
- City Staff Coordination
- Opportunities & Constraints



Phase 2: Design Concepts

- Community Outreach #2
- Coordination with SGVCOG San Gabriel Valley Transit Feasibility Study
- Three Complete Street Concepts



Phase 3: Recommendations

- Community Outreach #3
- City Council Approval
- Final Plan

Community Outreach Summary



Phase 1: Introduction & Existing Conditions

 April - May 2022



Phase 2: Design Concepts

 August - September 2022



Phase 3: Recommendations

 February 2023
(2 more pop-ups and 1 more video)

Outreach Methods	Total Engagement Reach
- Online Surveys (487 responses) - Door-to-Door Canvassing on Rosemead - Pop-up Events (4 locations) - Text Banking (2,360 number sent) - Lawn Sign distribution - Social Media (1,880 impressions) - Project Videos (155 views)	5,114 Individual Touch Points - Virtual Engagement Reach: 4,882 People - In-Person Engagement Reach: 262 People Survey Responses from SEM residents: 160

Community Outreach

Summary of Feedback Themes

South El Monte residents want Rosemead Boulevard to:

- Be family-friendly
- Have lots of trees and greenery
- Be clean & safe
- Have a mix of people walking and biking
- Provide separation from cars
- Feel inviting

Short-Term Design - Community Preferences

68% of respondents want:

- Physically separated bike facilities (planter boxes or flexible posts)
- More trees
- Wider sidewalks

Long-Term Design - Community Preferences

44% of respondents want:

- A dedicated space for biking on one side of the street
- Wide planted park space on one side of the street with plants and amenities
- Wide sidewalks

Community Outreach Summary



Complete Street Design Concepts

In alignment SGVCOG Transit Feasibility Study

Complete Street with Center Running BRT



Complete Street with Side Running BRT



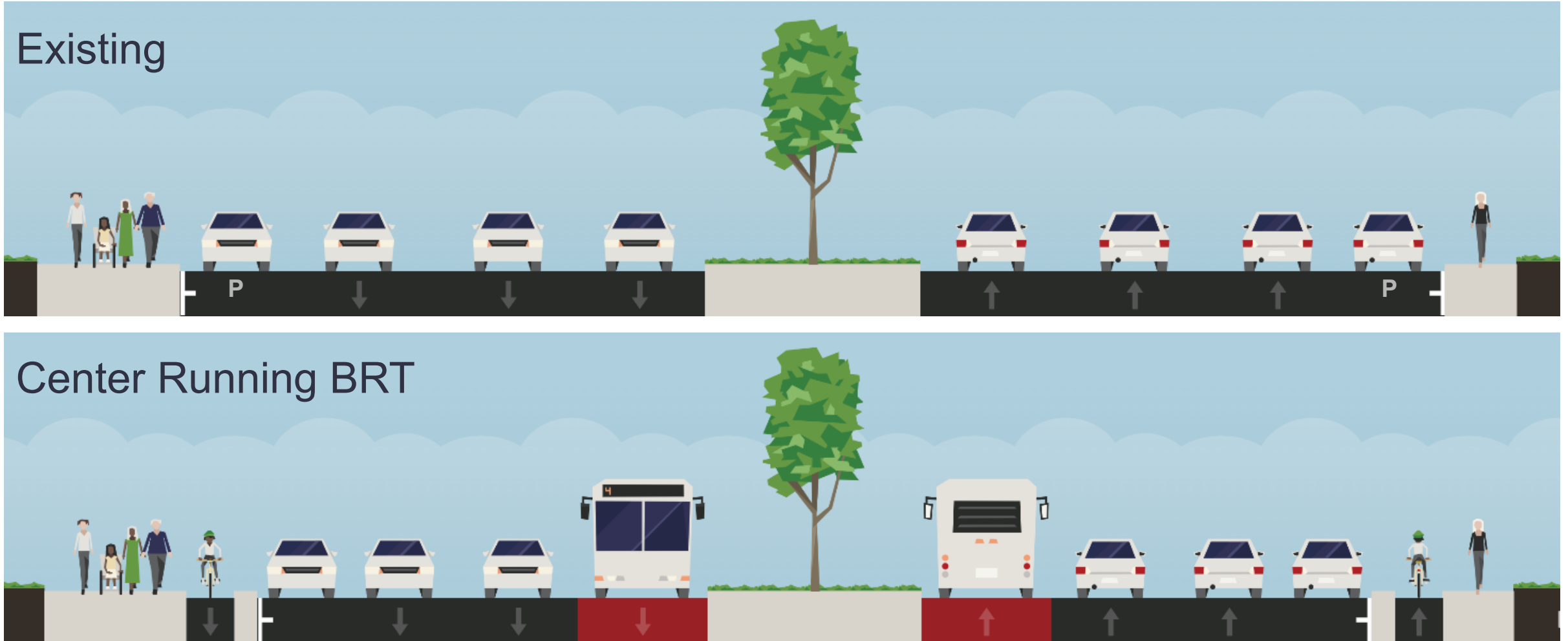
Both concepts require converting one travel lane to bus-only use, a separated bicycle facility, and new street trees and parkways

Option 1: Complete Street with Center Running BRT



- Standard Bus Rapid Transit (BRT) design approach
- Left turning movements will be controlled at intersections to prevent conflicts with buses
- Parking remains as-is
- Passengers would board in median, at existing intersections/crossings (Garvey and Rush)
- Design includes separated bikeway, similar to Durfee Ave

Complete Street with Center Running BRT



Option 2: Complete Street with Side Running BRT



- Less standard for BRT, but more typical roadway design
- Right turning movements will be controlled at intersections to prevent conflicts with buses
- Cars will need to cross bus lane to park
- Parking will be lost at bus loading zones
- Design includes separated bikeway, similar to Durfee Ave

Complete Street with Side Running BRT

Existing

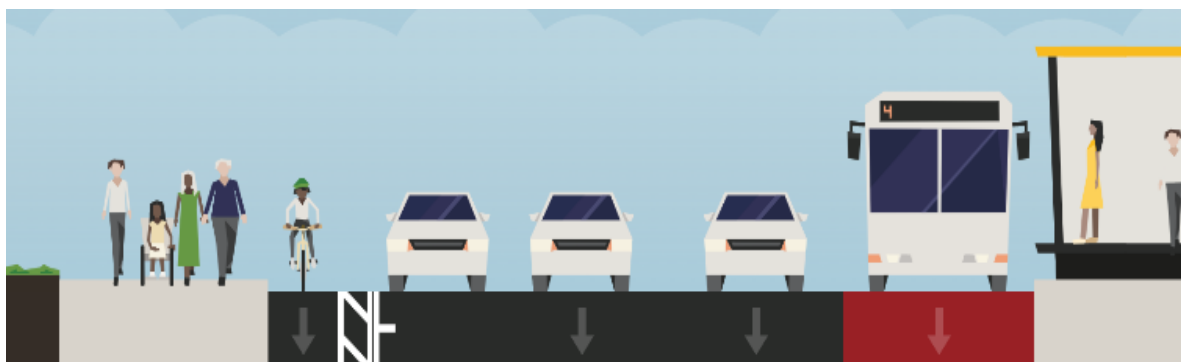
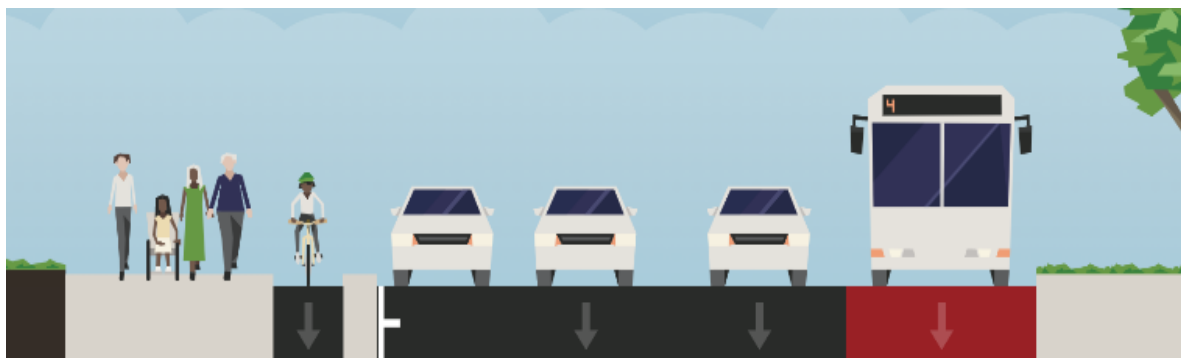


Side Running BRT

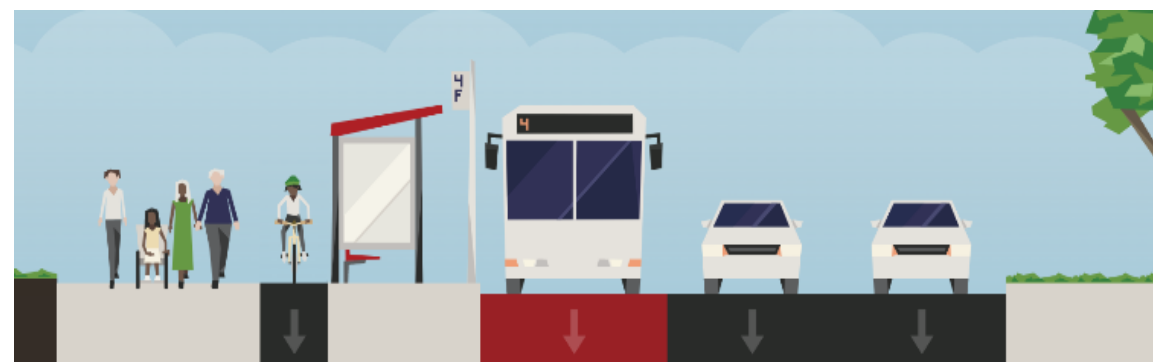
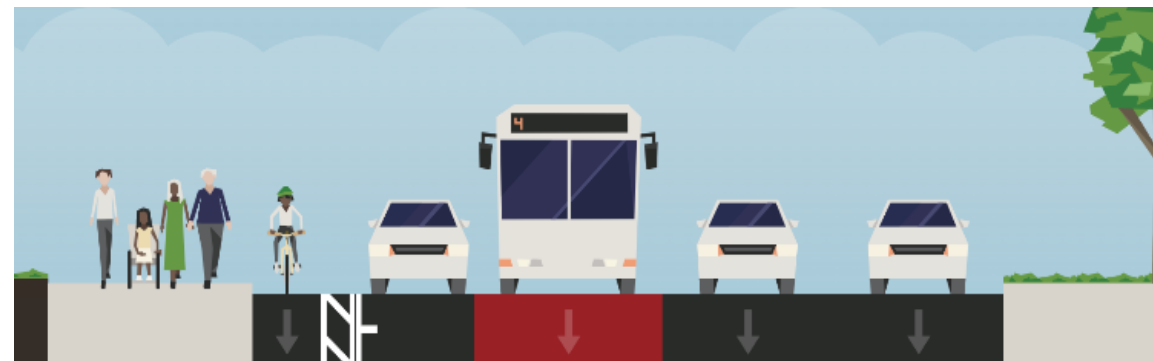


Community Engagement Round #3: Complete Street with Center or Side-Running BRT?

Center Running



Side Running



Phased Approach Based on South El Monte Priorities

1

Immediate

- ADA improvements for curb ramps and sidewalks
- Crossing upgrades
- New traffic signals
- New housing development

2

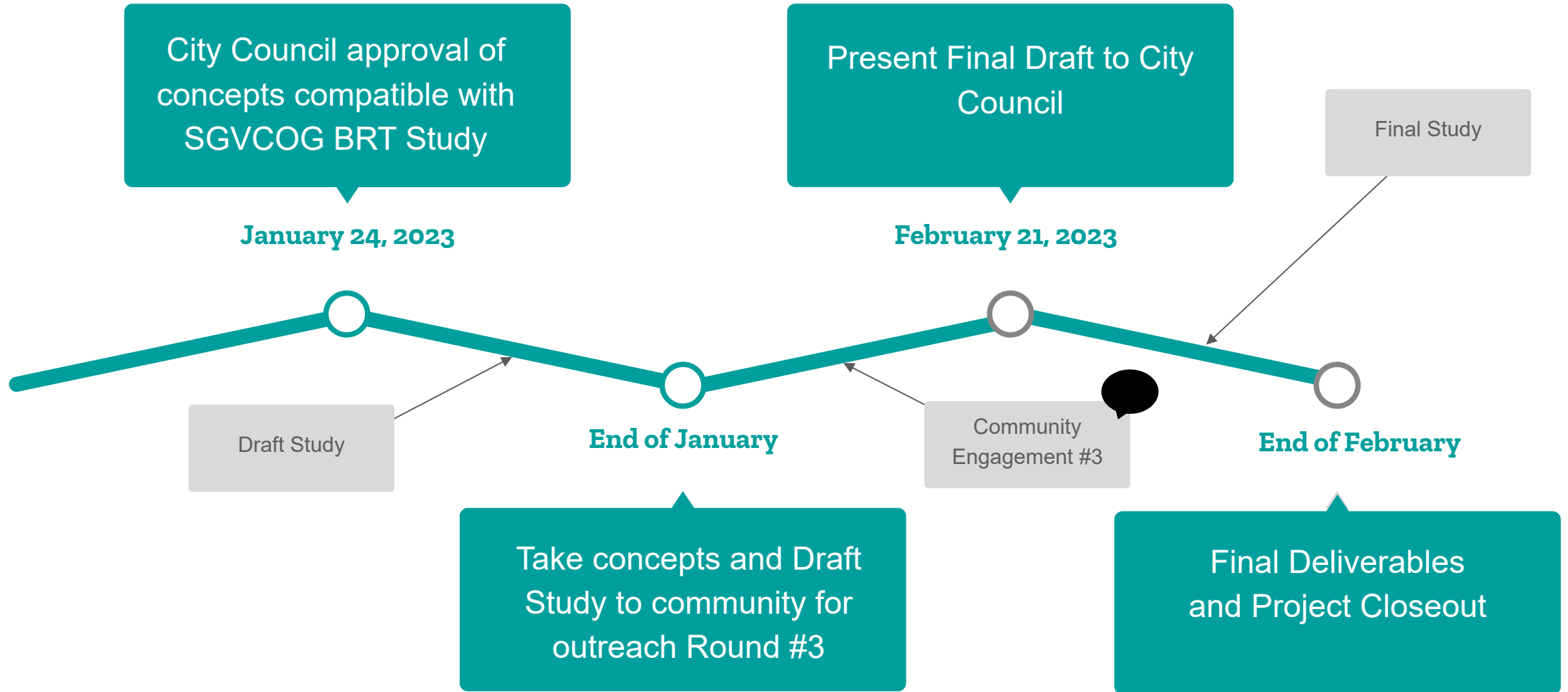
Short Term (1-5 yrs)

- New painted bike lanes
- Parklets
- New street trees
- Murals

3

Long-Term (With BRT*)

- BRT Lanes
- Separated bikeways
- Sidewalk enhancements
- Lighting
- Planted median with new trees





City Council Agenda Report

Agenda Item No. 9.c.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-14, APPROVING THE APPOINTMENT OF RENE SALAS AS CITY MANAGER AND APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT

SUMMARY: Staff is asking the City Council to consent to the appointment of Rene Salas as City Manager and approve his employment contract for services as City Manager.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-14, approving the employment agreement between the City and Rene Salas for the position of City Manager and authorizing the Mayor to execute the employment agreement. In the alternative, Staff recommends City Council provide additional direction regarding the attached employment agreement.

FISCAL/FINANCIAL IMPACT: If approved, Mr. Salas will receive a salary of \$16,667.67 on a monthly basis. Any increases in subsequent years will be applied through performance reviews and/or salary adjustments pursuant to Mr. Salas's employment contract. At this time, funds are available to administer the terms of the employment agreement.

DISCUSSION: Mr. Salas has been employed by the City since September 5, 2017 as Public Works Director. On December 11, 2019, Mr. Salas began overseeing the Community Development Department after the resignation of the prior Community Development Director, in addition to continuing to serve as Public Works Director. Mr. Salas was appointed Deputy City Manager on September 22, 2020 and has been serving as Interim City Manager from July 12, 2022 to present, after the departure of the prior City Manager, Rachel Barbosa. Based on Mr. Salas's executive and administrative qualifications and ability, the City Council directed the City Attorney to negotiate the terms of an employment agreement with Mr. Salas for the position of City Manager.

The City Manager is responsible for the efficient administration of all the affairs of the city which are under the City Manager's control. The City Manager's responsibilities include, but are not limited to: to see that the laws of the state are duly enforced, to direct all heads

of departments, subordinate officers, and employees of the City, to exercise control over and supervise all departments of the City government, to keep the City Council at all times fully advised of the financial condition and needs of the City, to make reports and recommendations as may be desirable or as requested by the City Council, and to execute all written contract and conveyances, when authorized by the City Council.

Adoption of the attached resolution would appoint Mr. Salas as City Manager and approve the proposed employment agreement. If approved, Mr. Salas's first day as City Manager will be January 25, 2023.

California Government Code section 54953(c)(3) requires an oral report in an open meeting summarizing the proposed final action on salaries, salary schedules, or compensation paid in the form of fringe benefits of a City Manager. Accordingly, the terms of Mr. Salas's proposed employment agreement are outlined below and will be orally summarized at the January 24, 2023 Council meeting:

Term: January 25, 2023 to January 24, 2025 (two years).

Annual Salary: Base compensation shall be \$200,000 annually, or \$16,667.67 monthly. Following an annual performance review, the City Council may increase his salary.

Evaluations: The City Council will have the opportunity to evaluate Mr. Salas after 6 months from his start date, and then approximately on the anniversary dates of his appointment as City Manager.

Employment Status: The City Manager position is at-will.

Severance: For termination without cause, the City shall pay Mr. Salas an amount equal six months of his monthly base salary, minus any applicable deductions.

Automobile Allowance: City will provide a Mr. Salas with a monthly automobile allowance of \$600.00.

Cell Phone: Provided for City-related business.

Home Office Equipment: The City will advance up to total of \$3,000.00 for a personal computer and other office equipment that Mr. Salas will use at home to work outside of normal business hours.

Medical, Dental, Vision, Other Insurance: Mr. Salas may enroll in the City's medical insurance plan, or in lieu of enrollment, shall receive a deferred compensation payment of \$600 per month. The City shall pay the monthly vision and dental insurance premiums for Mr. Salas and his eligible dependents. The City shall pay 100% of the cost of term life insurance, accidental death and dismemberment insurance, and long-term disability insurance.

Retirement Benefits (PERS): Mr. Salas will pay the mandatory CalPERS contribution rate for miscellaneous second tier "Classic" members as determined by CalPERS, which amount is currently 7.0%.

Retiree Medical: Should Mr. Salas retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the

amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA").

Vacation Leave: Mr. Salas may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until his balance of accrued but unused vacation leave is reduced below 320 hours.

Sick Leave: Mr. Salas shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

Leave Cashouts: Vacation payouts must otherwise comply with any City rules and procedures pertaining to vacation leave cash-out. Mr. Salas shall be eligible to receive monetary compensation for any unused sick leave based on years of service.

Administrative Leave: Mr. Salas will be granted 40 hours of administrative leave per fiscal year.

Holidays, Bereavement Leave, Jury Duty and Witness Leave: Mr. Salas shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within their immediate family. The City shall grant up to 22 business days off to Mr. Salas if he is required to serve on jury duty, with compensation at his existing pay rate. The City shall provide Mr. Salas with the following holidays with pay: New Year 's Day; Martin Luther King Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; Mr. Salas's Birthday; Juneteenth Day.

For further information on the agreement between the City and Rene Salas, see Attachment B.

ATTACHMENT(S):

- A. Resolution No. 23-14
- B. City Manager Employment Agreement

ATTACHMENT A

RESOLUTION NO. 23-14

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AN EMPLOYMENT AGREEMENT BETWEEN
THE CITY AND RENE SALAS AS CITY MANAGER

WHEREAS, at its January 24, 2022 regular meeting, the City Council appointed Rene Salas (“Employee”) as the City Manager of the City of South El Monte subject to all of the terms and conditions for such employment being set forth by an employment agreement on a public agenda; and

WHEREAS, a City Manager Employment Agreement (the “Agreement”) has been prepared with all of said terms and conditions; and

WHEREAS, pursuant to South El Monte Municipal Code Section 2.08.020(A), “[t]he city manager shall be appointed by the Council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]” and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, Employee has served as the City’s Interim City Manager from July 12, 2022 to January 24, 2022; and

WHEREAS, Employee was appointed City Manager on January 24, 2022; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Council now desires to enter into the Agreement with Employee to serve as the City Manager; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of City Manager professional services to the City through the Agreement; and

WHEREAS, pursuant to Government Code § 36506, the City Council hereby fixes the compensation of the City Manager in the amount set forth in Section 2 of the Agreement.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council appointed Rene Salas as City Manager, effective January 24, 2022.

SECTION 3. The City Council hereby approves the City Manager Employment Agreement between the City and Rene Salas that is attached hereto as Exhibit A and is incorporated herein by this reference. The City Manager's annual salary shall be \$200,000.00 and the benefits paid to the City Manager are as set forth in said Agreement. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

SECTION 4. This resolution shall be effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 24th day of January, 2023.

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. 23-14 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 24^h day of January 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B
CITY OF SOUTH EL MONTE
CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 24th day of January 2023, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Rene Salas, an individual (“Employee”).

RECITALS

WHEREAS, it is the desire of the City Council of the City of South El Monte (hereinafter the "City Council") to appoint an individual to serve in the position of City Manager, which position is prescribed by state law and the City’s Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in South El Monte Municipal Code (“SEMMC”) Sections 2.08.060; and

WHEREAS, pursuant to SEMMC Section 2.08.020(A), “[t]he city manager shall be appointed by the council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]” and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, the duties of the City Manager are set forth in full in Exhibit “A” to this Agreement; and

WHEREAS, Employee was appointed as Public Works Director for the City on September 5, 2017 pursuant to an Employment Agreement entered into on September 12, 2017; and

WHEREAS, Employee began serving as the City’s Interim Community Development Director on December 11, 2019 in addition to continuing to serve as Public Works Director; and

WHEREAS, effective September 22, 2020, Employee was appointed to serve as the City’s Deputy City Manager pursuant to the terms and conditions of an employment agreement between Employee and the City (the “Deputy City Manager Employment Agreement”); and

WHEREAS, Employee was appointed as Interim City Manager on July 12, 2022 pursuant to the Interim City Manager Employment Agreement between Employee and the City (the “Interim City Manager Employment Agreement”); and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the City Manager; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of City Manager professional services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Manager for the City to perform the functions and duties of the City Manager position as set forth in Exhibit "A", and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. The City reserves the right to amend the job description for City Manager attached hereto as Exhibit "A", which defines City Manager functions and duties, as it deems necessary and appropriate, without requiring Employee's acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee's ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Manager.

1.4 Employment Status. Upon appointment to the City Manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges and agrees that he is not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.010(H)(7).

1.7 FLSA Exempt Status. Employee acknowledges and agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee’s base monthly compensation shall be Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$16,666.67 per month to equal \$200,000.00 annually) (the “Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Council may, in its sole discretion, increase Employee’s salary. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence services as City Manager hereunder effective January 25, 2023, and such date will also be deemed the effective date of this Agreement (“Effective Date”). The Parties agree that upon Employee’s appointment to the position of City Manager, the Deputy City Manager Employment Agreement and Interim City Manager Employment Agreement shall automatically terminate and be of no further force and effect.

3.2 Term. The term of this Agreement will be for two (2) years following the Effective Date (“Term”) (i.e. from January 25, 2023 until January 24, 2025).

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time, with or without cause, by providing written notice to the Employee. The City Council’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Employee expressly waives any rights provided for the City Manager under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager. Upon appointment to the City Manager position, Employee shall be an at-will employee serving at the pleasure of the City Council.

(a) Termination by City For Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If

the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Council may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay - Six Months. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base Salary (as defined in Section 2 above) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective

management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring “cause” to terminate this Agreement, or the services of Employee hereunder.

5.2 Evaluation. The City Council may, in its discretion, review and evaluate the performance of Employee within 180 days following the Effective Date, and thereafter within one month following each anniversary of the Effective Date. In addition, Employee shall submit for the City Council’s consideration, no later than December 1 of each year of the term of this Agreement, Employee’s proposed annual performance goals and objectives and incorporate the City Council’s suggestions. Such review and evaluation shall be conducted in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Holidays. The City shall provide Employee with the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee’s Birthday
13. Juneteenth Day

Cesar Chavez Day, Juneteenth Day, and Employee’s Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day and Employee’s Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee’s separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee’s prevailing pay rate on the date of Employee’s separation from City service.

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if he is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to him by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.6 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and his eligible dependents.

6.7 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of

Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.8 California Public Employees' Retirement System ("CalPERS").

Employee is a "Classic" local miscellaneous member, and accordingly is covered by the 2% @ 60 CalPERS retirement formula (Miscellaneous Second Tier). Employee will pay the mandatory CalPERS contribution rate for miscellaneous second tier "Classic" members as determined by CalPERS, which amount is currently 7.0%.

6.9 Retiree Health Benefits.

Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, he shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.10 Purchase of Home Office Equipment.

The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at his home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Council and a reimbursement agreement, approved by the City Attorney, is executed.

6.11 Reimbursement For Damage To Employee Vehicles.

The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the Risk Manager regarding the incident causing the damage to the vehicle.

6.12 Education Reimbursement.

The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. As may be required by the City's financial status, said reimbursement may be reduced at the City Council's sole discretion wherein it adopts a City budget reducing this education reimbursement amount. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Council prior to each quarter or semester; ii) provides to the City Council verification of the cost for

tuition and books; and iii) provides to the City Council certification of completion upon completion of the course(s).

6.13 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until his balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Council that work demands prevent Employee from using vacation time on a timely basis, the City Council may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Council may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, he may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash-out.

3. In the event vacation leave cash out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.14 Sick Leave.

(a) Employee shall continue to accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 – 10 years	10%
11 – 15 years	15%
16 years and above	20%

6.15 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.16 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of his job.

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$600.00. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.18 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees including the City Manager, which may apply to the City Manager and reduce the level of compensation (exclusive of Employee's base salary) or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of City Manager. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to

any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:

Rene Salas
[On file with Human Resources Dept.]

With a copy to:

City Attorney of City of South El Monte
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA, 92612

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited

to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a

crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE

Rene Salas

EXHIBIT “A”

The City Manager reports directly to the City Council. The City Manager requires an ability to understand and relate to South El Monte as a highly urbanized, densely populated, bi-cultural and socio-economically challenged community. The expectation is for the City Manager to be active and engaged within the community and be aware of resident interests and concerns.

EXAMPLE OF DUTIES

Duties may include, but are not limited to, the following:

- Maintains a proactive communication and positive work relationship with both elected officials and City staff.
- Ability to provide objective guidance and counsel along with creative and pragmatic alternatives to the Council.
- High expectation level to keep elected officials informed and aware of city operations and key projects.
- Provide operational leadership by employing strong management and administrative experience coupled with excellent interpersonal skills.
- Attend City Council meetings.
- Perform other duties as requested by the City Council.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Strong background in the oversight of capital improvement projects, economic development initiatives and in working with various regional partners is required;
- Establish and maintain effective relationships with the City Council and other public officials;
- Ability to work within a multi-cultural community environment
- Plan, organize, and direct the work of the executive team;
- Represent the City in a variety of meetings;
- Communicate clearly and concisely, both orally and in writing;
- Analyze unusual situations and resolve them through application of management principles and finance practices; and
- Deal constructively with conflict and develop effective resolutions.

EXHIBIT “B”

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as “THE CITY”), and Rene Salas, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Manager effective January 25, 2023, serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”).

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3. In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post-employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. CONSIDERATION

3.1. EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return receipt requested within _____ (____) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective

parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

Mayor
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Rene Salas

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

EXHIBIT "C"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report

Agenda Item No. 11.a.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS AND THE COMMUNITY CENTER GYM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF THE FIELD FENCES

SUMMARY: The South El Monte National Little League (SEMNLL) is requesting reservation facility fee waivers for the use of New Temple Park fields and the Community Center Gymnasium and requesting the City Council consider waiving the reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

RECOMMENDED ACTION: Staff recommend City Council discuss and consider the facility reservation fee waiver request for the use of the New Temple Park fields and Community Center Gymnasium, and discuss the request to waive the light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park.

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$43,400.00 and the SEMNLL will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, fence installation, etc.

If the City Council approves waiving the light fees and/or the labor cost incurred to install and remove five (5) fences at New Temple Park, the waived amount will have to be allocated from the City General Fund. The estimated cost to waive the light fees is approximately \$8,850.00 and the estimated cost to waive the labor cost incurred to install and remove five (5) fences is approximately \$4,700.00

Please refer to Attachment A, Cost Details, summarizing the fees associated with the reservation.

DISCUSSION: The City has been a long-time sponsor and supporter of SEMNLL. The City has designated SEMNLL as a City grandfathered-youth sports organization that has first-use-right refusal of the fields at the parks during their agreed-upon season. SEMNLL is a non-profit group composed of volunteers and services the City by providing an affordable baseball and softball program for children ages 6-15.

SEMNLL is requesting a reservation facility fee waiver for the use of New Temple Park fields to host their 2023 baseball and softball season's practices and games from February 1, 2023 to July 15, 2023. SEMNLL is also requesting a reservation facility fee waiver to use the Community Center Gymnasium on April 15, 2023 to host a comedy night fundraiser and on June 24, 2023 to host their end of the season banquet.

Additionally, SEMNLL is requesting the City Council consider waiving the reservation light fees and the associated labor cost incurred to install and remove five (5) fences at New Temple Park. The requested fee waiver includes the rental of the five (5) New Temple Park fields, Monday through Friday from 4:30 p.m. to 9:30 p.m. and Saturdays and Sundays from 7:30 a.m. to 6:30 p.m.

According to the current City Council approved Facility Reservation Regulations and Fee Schedule, community partners and non-profit organizations are permitted fee waiver requests which solely cover the facility's rental fees. All other related reservation fees, including but not limited to, staff time, security, alcohol insurance coverage, light fee, chalking, etc. are the responsibility of SEMNLL.

SEMNLL is requesting that the City Council consider waiving the light fees in the estimated amount of \$8,850.00 and labor costs incurred to install and remove five (5) fences at New Temple Park in the estimated amount of \$4,700.00. SEMNLL has paid for light fees for the last three seasons, as well as all other non-profit organizations renting the fields. The City Council has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule.

Staff report prepared by Jayson Perez, Recreation Coordinator

ATTACHMENT(S):

- A. SEMNLL Reservation Cost Details
- B. SEMNLL Reservation Application
- C. SEMNLL Fee waiver Request Letter

ATTACHMENT A

South El Monte National Little League Reservation Cost Details

Waived Facility Rental Fee

Fee Description	Units	Total
New Temple Park Fields	\$50/hr x 842 hrs	\$42,100.00
Community Center Gym 4/15/23	\$100/hr x 8 hrs	\$800.00
Community Center Gym	\$100/hr x 5 hrs	\$500.00
Total:		\$43,400.00

Non- Waived Fees

Fee Description	Units	Total
New Temple Park Refundable Damage Deposit	\$500.00	\$500.00
New Temple Park Insurance Coverage	Agency will Provide	N/A
Community Center Gym 4/15/22 Reservation		
Staff Time	\$16/hr x 3 staff x 5hrs	\$240.00
Security Guards	\$38/hr x 2 staff x 5 hrs	\$380.00
Alcoholic insurance Coverage		\$170.90
Cleaning Fee		\$300.00
Damage Deposit		\$600.00
Community Center Gym 6/24/23 Reservation		
Staff Time	\$16/hr x 2 staff x 5hrs	\$160.00
Insurance Coverage	Agency will provide	N/A
Cleaning Fee		\$300.00
Damage Deposit		\$600.00
Total:		\$3,250.00

Special Request to Waive Light Fees

Fee Description	Units	Total
New Temple Park Light Fee	\$30/hr x 295 hrs	\$8,850.00

❖ Amount may vary due to additional request or cancellation

Special Request to Waive Fence installation and Tear Down

Fee Description	Units	Total
New Temple Park Fencing	(5) fence installation and tear down	\$4,700.00



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League	
Address:	City: S. El Monte	Zip Code: 91733
Home Phone:	Work Phone:	
Cell Phone:	Email:	

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED: New Temple Park

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☐ x ☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event:	2/1/23 to 7/15/23	Day(s):	Monday to Saturday
Purpose of Event/Function:	Little League Baseball Season		
Reservation Time: Mon. to Fri.	4:30 pm	to	9:30 pm
	Set up Time:		to
Sat.	7:30 am	to	6:30 pm
	Clean up Time:		to
Will the event be open to the public?	Yes		
Will there be entertainment?	No		
Will food be served?	If yes, what type? _____		
Will alcohol be served?	If yes, name of caterer? _____		
Portable Stage needed?			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ Date: _____

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: SEM National Little League DATE OF USE: 2-1-23 to 7-15-23

FACILITY: New Temple Park Fields and Snack Bar

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Use Fee	\$ <u>50</u> x <u>842</u> Hours	\$ 42,100.00
Lighting Fee	\$ <u>30</u> x <u>295</u> Hours	\$ 8,850.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency Provided	\$
Liquor Premiums		\$NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$51,450.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League
Address:	City: S. El Monte Zip Code: 91733
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES **FACILITY & PARK** RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED: New Temple Park

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☒ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☒ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event: 4/15/23	Day(s): Saturday	Estimated Attendance:	
Purpose of Event/Function: Little League Comedy Night Fund Raiser			
Reservation Time: Mon. to Fri.	to	Set up Time: 3:00 pm to 5:00 pm	
Sat. 3:00 pm to 11:00 pm		Clean up Time: 10:00 pm to 11:00 pm	
Will the event be open to the public?	Yes		
Will there be entertainment?	Yes	If yes, what type?	
Will food be served?	Yes	If yes, name of caterer?	
Will alcohol be served?	Yes		
Portable Stage needed?	Yes		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ Date: _____

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____



APPLICANT INFORMATION

Name: Cristina Rodriguez	Organization/Business: South El Monte National Little League
Address:	City: S. El Monte Zip Code: 91733
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED: New Temple Park

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☒ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☒ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event:	6/24/23	Day(s):	Saturday
Purpose of Event/Function:	Little League Closing Ceremony		
Reservation Time: Mon. to Fri.		Set up Time:	☐ 9:00 am ☐ to ☐ 10:00 am
Sat.	9:00 am to 2:00 pm	Clean up Time:	☐ 1:00 pm ☐ to ☐ 2:00 pm
Will the event be open to the public?	Yes		
Will there be entertainment?	Yes		
Will food be served?	Yes		
Will alcohol be served?	No		
Portable Stage needed?	Yes		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ Date: _____

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLICANT NAME: SEM National Little League DATE OF USE: 6-24-23

FACILITY: Community Center Gym

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

IMPORTANT INFORMATION

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Facility Fee	\$ <u>100</u> x <u>5</u> Hours	\$ 500.00
Staffing Fee	\$ <u>16</u> x <u>2</u> #staff x <u>5</u> Hours	\$ 160.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 600.00
Insurance Premium Certificate	Agency will Provide	\$
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit	Agency will Provide	\$ NA
TOTAL:		\$ 1560.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____



National Little League of South El Monte
P.O. Box 9134, South El Monte, CA 91733
Incorporated 1061

South El Monte Council

Dear City Council,

National Little League of South El Monte is a non-profit organization that has been serving the city of South El Monte and its residents since 1961. The league is run by 100% volunteers consisting of parents/people of the community. In our program, the children learn teamwork, how to deal with pressure, maintain positive attitudes and how to play by the rules. These are all very important social skills and traits the children can apply to other areas of their life. These core values that the children learn in our program will help them become successful citizens later in life.

We appreciate all the support that the city has provided our program in the past and ask for your continued support to our league, and most importantly, to the community of South El Monte. We pride ourselves in being one of the Little League Partners to have low fees, but in keeping the fees low, we are unable to provide the ultimate experience for our players. We have added the opportunity for some of our players who are unable to pay to assist the League in game day activities in order to avoid the family a hardship.

National Little League of South El Monte would like to request your assistance with allowing our program the use of city facilities along with putting up the the fences and lights at no cost for our upcoming 2023 season.

Any help would be greatly appreciated!

Thank you again for your ongoing support.

A handwritten signature in black ink, appearing to read "Cristina Rodriguez".

Cristina Rodriguez – President

National Little League of South El Monte



City Council Agenda Report

Agenda Item No. 19.a.

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR
AGENCY MEETING MINUTES FOR OCTOBER 25, 2022

SUMMARY: Staff is requesting approval of the Minutes of the October 25, 2022 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of October 25, 2022.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, OCTOBER 25, 2022 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

16. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 9:06 p.m.

PRESENT: Board Member(s): Angel, Retamoza, Vice Chair Acosta, and Chair Olmos.

ABSENT: Board Member(s): Delgado

STAFF PRESENT: Rene Salas, Interim Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; and Paola Lara, Deputy City Clerk.

Zoom was provided for the Public to participate during public comment via teleconference.

17. APPROVAL OF AGENDA

A motion was made by Board Member Angel, seconded by Vice Chair Acosta to approve the agenda. Motion carried 4-0-1, by the following vote:

AYES: Board Member(s): Angel, Retamoza, Vice Chair Acosta,
and Chair Olmos.

NAYS: None.

ABSENT: Board Member(s): Delgado

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

A motion was made by Board Member Retamoza, seconded by Vice Chair Acosta to approve the Consent Calendar. Motion carried 4-0-1, by the following vote:

AYES: Board Member(s): Angel, Retamoza, Vice Chair Acosta,
and Chair Olmos.

NAYS: None.

ABSENT: Board Member(s): Delgado

19.a. Approved the Regular Successor Agency Meeting Minutes of September 27, 2022.

19b. Approved going dark on Tuesday, November 22, 2022 and December 27, 2022 due to the Thanksgiving and Christmas holidays.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 9:07 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair