



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

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

CITY OF SOUTH EL MONTE

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

AGENDA

September 22, 2020 at 6:00 PM
City Council Chambers
1415 N. Santa Anita Avenue
South El Monte, CA 91733

EFFECTIVE SEPTEMBER 8, 2020

City Councilmembers will return to City Hall to Conduct City Council Meetings.
These Meetings will not be Open to the Public until Further Notice.

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

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

TELECONFERENCE

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

LIVE TELECAST

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

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received by 4:30 p.m. on Tuesday, September 22, 2020 will be added to the City Council agenda as part of the public comment.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

[Agenda Begins on the Following Page]

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Mayor Pro Tem Gracie Retamoza
3. **INVOCATION** Code Enforcement Department
4. **PRESENTATIONS** None.
5. **APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES**

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

6. **PUBLIC COMMENT**

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

7. **CONSENT CALENDAR**

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

7.a. **MINUTES**

Staff seeks Council approval of the Minutes for the Adjourned Regular Meeting of September 8, 2020.

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

[Minutes](#)

7.b. WARRANTS

Authorizing payment of City expenditures for the period of September 9, 2020 through September 22, 2020 totaling \$848,673.66

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-100, authorizing payment of City expenditures.

[Resolution No. 20-100](#)

7.c. CONSIDERATION AND APPROVAL OF THE 2020 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

The Community Services Department is requesting approval of the 2020 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donations letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2020 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donations letters to the South El Monte business community.

[Attachment A- Donation Letter](#)

[Attachment B- Donation Form](#)

[Attachment C- Christmas Wish Toy Giveaway Flyer](#)

7.d. CONSIDERATION OF RESOLUTION NO. 20-101, APPROVING THE APPOINTMENT OF RENE SALAS AS DEPUTY CITY MANAGER AND APPROVAL OF DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT

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

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-101, approving the employment agreement between the City and Rene Salas for the position of Deputy City Manager and authorizing the Mayor to execute the employment agreement.

[Attachment A - Resolution No. 20-101](#)

[Attachment B - Deputy City Manager Employment Agreement](#)

7.e. CONSIDERATION OF A BIDDER'S LIST FOR ON-CALL GRANT WRITING SERVICES

Staff recommends City Council approve the attached list of consulting firms for on-call grant writing services (Bidder's List). This will allow the City to select the best consultant for granting writing services depending on their area of expertise.

RECOMMENDED ACTION: Staff recommends City Council approve the Bidder's List for on-call grant writing services to be valid from September 22, 2020 through September 22, 2022.

[Attachment A - Bidders List](#)

7.f. CONSIDERATION OF RESOLUTION NO. 20-103, APPROVING RETENTION OF OUTSIDE COUNCIL FOR PERSONNEL-RELATED SERVICES

The need for legal services for a confidential personnel matter has arisen that cannot be handled by the City Attorney.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-103, approving the retention agreement with Norm A. Traub & Associates LLC for outside counsel, in an amount not to exceed \$10,000, unless further approvals are provided by the City Council at a future meeting.

[Resolution No. 20-103](#)

8. PUBLIC HEARINGS None.

9. GENERAL BUSINESS

9.a. UPDATE ON THE CITY'S 2020 EVENTS DURING THE COVID-19 PANDEMIC

The Community Services Department is providing an update on the remaining 2020 City Events with adjustments due to the COVID-19 Pandemic.

RECOMMENDED ACTION: Staff recommends City Council receive the information and provide feedback on the remaining 2020 City Events.

[Attachment A-Treat or Treat Layout](#)

[Attachment B- Trick-or Treat Drive-Thru Flyer](#)

[Attachment C- Los Angeles County Guidance for Halloween Celebrations](#)

[Attachment D- Toy Drive Layout](#)

[Attachment E- Christmas Wish Toy Drive 2020 Flyer](#)

9.b. CONSIDERATION OF RESOLUTION NO. 20-102, AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN A CONTRACT FOR FUNDING TO APPROVE PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM (PLHA)

In 2017, Senate Bill 2 created a Permanent Local Housing Allocation (PLHA) Program which is the first permanent source of funding for affordable housing in the State of California. PLHA revenue is generated through recording fees on real estate transactions on an annual basis. Therefore, this funding source will vary annually depending upon the level of real estate transaction activities. In 2019, the PLHA program funding was allocated to local jurisdictions using a formula based on the Community Development Block Grant allocations. Based on the Urban County Entitlement Allocation, the City of South El Monte's 2020 allocation is \$129,020.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 20-102, authorizing City Manager to designate the funding allocation for the PLHA funds and authorizing the Mayor, or designee, to sign a contract for funding to approve participation in the Los Angeles Urban County Permanent Local Housing Allocation Program.

[Attachment A - Permanent Local Housing Allocation \(PLHA\) Eligible Activities](#)
[Resolution No. 20-102 - PLHA Program](#)

9.c. COUNCIL DIRECTION ON REQUEST RELATED TO EXISTING AGREEMENT WITH AKITOI LEARNING CENTER TO LEASE CITY PROPERTY AT 1824 CENTRAL AVENUE

The City has leased the Mini Center building, located at 1824 Central Avenue, to Akitoi Learning Center (Akitoi) since 2011. The current lease agreement is for a one-year period with five additional option years that expires on August 31, 2023. The rent schedule contains a 5% annual increase in each of the option years, however the Director of Akitoi is requesting the City continue to freeze the monthly rental rate at the existing rate for 24 months and provide funding assistance on two planned outdoor modifications to the playground areas and funding assistance to support a summer day care program.

RECOMMENDED ACTION: City Council has been provided with additional requested information in order to assess the four requests made by the Akitoi Director for financial assistance. After review of the information provided, Council deliberation and direction is sought to resolve this matter. The four items requiring Council direction are as follows:

- 1. Determine if the City should provide requested financial assistance in the amount of \$2,500 for outside rubberized playground flooring.**
- 2. Determine if the City should provide financial assistance estimated to be \$1,000 for parts and labor to install a shade structure in the playground area in front of the Mini Center.**
- 3. In the event items 1 and 2 are denied, determine if a 24 month requested rental rate freeze amounting to \$3,862 should be provided. (See Attachment D)**
- 4. Determine whether the \$35,000 request for the 2020 summer program is not applicable since the intended time period for the request has elapsed.**

During the course of reviewing the Akitoi requests, there were three additional financial matters identified by Staff, where City Council direction is also being sought as discussed below:

- 5. Determine if the City should amend the lease agreement to adjust the current lease rate upward as it is under market value.**
- 6. Determine if the City should install separate utility metering, sub-metering, or develop an allocation formula so that Akitoi becomes financially responsible for their utility costs.**
- 7. Determine if the City should amend the lease agreement so that alterations made by the tenant become the financial responsibility of the tenant when reverting the building back to its original configuration upon the lease termination.**

[Attachment A - Letters](#)

[Attachment B - Lease Agreement](#)

[Attachment C - Rent Analysis](#)

[Attachment D - Financial Information and Analysis](#)

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

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

11. CORRESPONDENCE

11.a. CORRESPONDENCE BY THE EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE REQUESTING FINANCIAL ASSISTANCE FOR AN "OPEN FOR BUSINESS" BANNER PROGRAM DUE TO ECONOMIC HARDSHIPS TO THE BUSINESS COMMUNITY DURING COVID-19

Due to unprecedented and business hardships from COVID-19 and in efforts to boost the South El Monte Business Community the EM/SEM Chamber is requesting a contribution of \$1,540.00 for the purchase of 50 banners for the "Open for Business" Banner Program. This program will promote businesses open during the pandemic and is essential to the economic survival of businesses in the City of South El Monte.

RECOMMENDED ACTION: Staff Recommends City Council review the request for support from the El Monte/South El Monte Chamber of Commerce for the "Open For Business" Banner Program totaling \$1,540.00, and if approved, appropriate the amount from the Community Promotional Fund.

[Correspondence](#)

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER MANUEL ACOSTA

1. Discussion on the "Get Out the Vote," campaign in order to raise the City's efforts to increase voter participation.

2. Discussion/Update on the Pothole Priority and Fill-in List.

13. CLOSED SESSION

13.a. PUBLIC EMPLOYMENT GOVERNMENT CODE SECTION 54957(B)(1)

Title: Community Development Director

14. RECESS COUNCIL MEETING

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

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

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

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. MINUTES

Staff seeks Agency Board approval of the Minutes of the July 28, 2020 meeting.

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

[Minutes](#)

19.b. WARRANTS

Authorizing payment of City expenditures for the period of September 2, 2019 through September 22, 2020 totaling \$9,779.83

RECOMMENDED ACTION: Staff recommends Successor Agency adopt Resolution No. 20-01, authorizing payment of City expenditures.

[Resolution No. SA 20-01](#)

19.c. CONSIDERATION OF RESOLUTION NO. SA 20-02, ADOPTING THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT'S CONFLICT OF INTEREST CODE

Pursuant to the Political Reform Act, the Legislative Body must conduct a Biennial review of their established Conflict of Interest Code in even-numbered years.

RECOMMENDED ACTION: Staff recommends the Successor Agency adopt Resolution No. SA 20-02, notifying the City Council that no revisions are required to the Successor Agency's Conflict of Interest Code.

[Resolution No. SA 20-02](#)

20. EXECUTIVE DIRECTOR'S AGENDA None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING: October 13, 2020, 5:30 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 17th day of September 2020.

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



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks Council approval of the Minutes for the Adjourned Regular Meeting of September 8, 2020.

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

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
ADJOURNED REGULAR CITY COUNCIL MEETING - MINUTES
TUESDAY, SEPTEMBER 8, 2020**

1. ROLL CALL

Mayor Olmos called the meeting to order at 5:30 p.m.

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

STAFF PRESENT: Anthony R. Taylor, City Attorney; Rachel Barbosa, City Manager; Donna G. Schwartz, City Clerk; Public Works Director, Rene Salas; and Ian McAleese, Assistant Planner.

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

2. PLEDGE OF ALLEGIANCE

Mayor Olmos led the Pledge of Allegiance.

3. INVOCATION

Rene Salas, Public Works Director, offered the Invocation.

4. PRESENTATIONS

- a. Mayor Olmos and City Council presented "Certificates of Recognition," to the 2020 Chamber Installation Award Winners from the City of South El Monte: 2010 Office Furniture, Inc; Elite Office Solutions; Ann Perfetti; Captain David Flores, Los County Sheriff's Department; and Lillian Rey, El Monte/South El Monte Emergency Resources.
- b. Mayor Olmos and City Council presented a "Certificate of Recognition," to AMC Modern Solutions for their kind donation to the City of South El Monte's Backpack Giveaway event.
- c. Mayor Olmos and City Council presented a "Certificate of Recognition," to Athens Disposal for their participation and use of "Mighty Mike" in the 2020 Census Parade.

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

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

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

NAYS: None

City Attorney Taylor read the title of Ordinance No. 1248 for Item 7.c.

6. **PUBLIC COMMENT**

Mayor Olmos announced and read a public comment received via email from the San Gabriel Basin Water Quality Authority extending an invitation for an online webinar “Special Updates for City Officials” on October 1, 2020.

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

7. **CONSENT CALENDAR**

a. **MINUTES**

Approved the Minutes for the Regular Meetings of July 14, 2020 and July 28, 2020

b. **WARRANTS**

Adopted Resolution No. 20-92, authorizing payment of City expenditures for the period of July 29, 2020 through September 8, 2020 totaling \$2,200,287.32.

c. Adopted Ordinance No. 1248, Amending Graffiti Abatement to Require Removal Within 24 Hours Unless Granted an Extension to Secure Matching Paint.

d. Adopted Resolution No. 20-93, Amending the Memorandum of Agreement (MOA) With the San Gabriel Valley Council of Governments (SGVCOG) For Participation of the San Gabriel Valley Regional Vehicle Mileage Traveled (VMT) Analysis Model.

e. Approved Request for Proposal (RFP) for the Creation of The Safety Element, Environmental Justice Element, And Update of The Housing Element of the General Plan.

f. Adopted Resolution No. 20-94, Establishing A Monthly Monitoring Fee and An Enforcement Response Fee Pursuant to South El Monte's Municipal Code Chapter 8.30.

g. Adopted Resolution No. 20-95, Amending the City's Conflict of Interest Code.

- h. Adopted Resolution No. 20-96 for Project Acceptance and Completion for the Santa Anita Avenue and Fern Street/Elliott Avenue Traffic Signal and Lighting Project HSIPL-5352(016).

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

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

NAYS: None.

8. **PUBLIC HEARINGS**

- a. **CONSIDERATION OF RESOLUTION NO. 20-98, CHANGING THE NAME OF ADELIA AVENUE, SOUTH OF ALESIA STREET, TO AMRO WAY**

Public Works Director Salas presented the staff report.

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

A motion was made by Angel, seconded by Acosta and carried 5 – 0, to adopt Resolution No. 20-98, to change the street name from Adelia Avenue to AMRO Way.

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

NAYS: None.

- b. **CONSIDERATION OF RESOLUTION NO. 20-99, DIRECTING THE COLLECTION OF THE ANNUAL SEWER SERVICE FEE FOR FISCAL YEAR 2020-21 ON THE COUNTY TAX ROLL**

Public Works Director Salas presented the staff report.

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

A motion was made by Delgado, seconded by Acosta and carried 5 – 0, to adopt Resolution No. 20-99 directing the collection of the Annual Sewer Service Fee on the Los Angeles County tax roll.

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

NAYS: None.

9. **GENERAL BUSINESS:** None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS.

Councilmember Acosta reported on his participation in the City's Back to School Backpack Giveaway, the City's Census Caravan, and Census stand set ups to assist Residents with filling out the Census.

Councilmember Angel reported on his participation in the City's Back to School Backpack Giveaway.

Mayor Pro Tem Retamoza reported on her attendance and participation in the City's Back to School Backpack Giveaway and Census stand set ups to assist Residents with filling out the Census.

Mayor Olmos reported on her attendance and participation in the Census meetings and Census Caravan, SEAACA meeting, and Sanitation District Meeting.

11. CORRESPONDENCE: None.

12. COUNCILMEMBERS' AGENDA:

a. MAYOR PRO TEM GRACIE RETAMOZA

1. Discussion and/or Action to Waive Fees for the Procession Permit, Request from Epiphany Catholic Church to Host the Virgin of Guadalupe Through the City of South El Monte

Councilwoman Retamoza stated Epiphany Catholic Church's administrator is requesting a fee waiver to have City staff patrol as they host a Virgin of Guadalupe procession for the community.

Public Works Director Salas explained that the procession would be September 13th and 20th from 4 p.m. to 7 p.m., two or three Code Enforcement Officers would be needed to patrol the event, and the fees being waived would be approximately \$500 for staffing support.

A motion was made by Delgado, seconded by Angel and carried 5 – 0, to approve a fee waiver of customary fees for Epiphany Catholic Church to host the Virgin of Guadalupe Procession through the City of South El Monte.

AYES: Councilmembers: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos.
NAYS: None.

b. **MAYOR GLORIA OLMOS**

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

Mayor Olmos cautioned Residents that people who are canvassing the City for signatures regarding a cannabis petition are providing incorrect information, stating the signature is related to the census and the sales tax measure. Mayor Olmos clarified there is no signature requirement for the Census or for the City's sales tax measure and that the City is NOT involved with the cannabis petition in any way and urged the public to be aware of anything they are asked to sign.

13. CLOSED SESSION

At 6:18 p.m. City Attorney Taylor recessed Council into closed session.

a. CONFERENCE PUBLIC EMPLOYMENT GOVERNMENT CODE SECTION 54957(B)(1)

Title: Deputy City Manager

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Discussion of potential litigation pursuant to Government Code Section 54956.9(d)(2) - [Two cases].

At 7:12 p.m. Mayor Olmos reconvened to open session.

City Attorney Taylor announced Council discussed closed session Items 13.a. and 13.b., there was no reportable action taken.

14. ADJOURNEMENT

There being no further business coming before this body, at 7:13 p.m. Mayor Olmos adjourned in memory of Dan Holloway from La Puente and Ernesto Ruedas, South El Monte Businessman for 40 year, survived by his daughter Julia Ruedas, to an Adjourned Regular Meeting on Tuesday, September 22, 2020 at 5:30 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of September 9, 2020 through September 22, 2020 totaling \$848,673.66

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-100, authorizing payment of City expenditures.

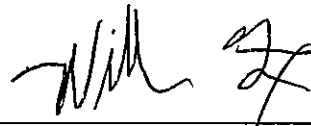
ATTACHMENTS:
[Resolution No. 20-100](#)

RESOLUTION NO. 20-100

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF SEPTEMBER 9, 2020 THROUGH SEPTEMBER 22, 2020 TOTALING \$848,673.66

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

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



Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Regular Warrants	09/08/2020 – 09/22/2020	136564-136566	\$32,548.75
FY 20/21	Electronic Warrants	09/09/2020 – 09/22/2020	4801-4809	\$73,453.59
FY 20/21	Hand Typed Warrants	09/08/2020 – 09/22/2020	136556-136563	\$21,958.00
FY 20/21	Regular Warrants	09/08/2020 – 09/22/2020	136371-136555	\$615,288.96
Payroll	Check	PPE 09/05/2020	27242-27248	\$6,358.17
Payroll	Direct Deposit	PPE 09/05/2020	757538-757620	\$99,066.19

TOTAL EXPENDITURES RESOLUTION NO. 20-100 \$848,673.66

PASSED, APPROVED, AND ADOPTED this 22nd day of September 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-100, was duly passed and approved by the City Council of the City of South El Monte at a adjourned regular meeting of said Council held on the 22nd day of September 2020, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 09/22/2020

Date: 9/16/2020

Time: 04:29PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011407020	PHOENIX GROUP INFORMATION SYSTEM	136564	9/22/2020	APR'20 CITATION PROCE	1,610.73
						\$1,610.73
20	011701020	RESPOND SYSTEMS	136565	9/22/2020	GLOVES/SANTIZER#502	1,308.73
20	011701020		136565	9/22/2020	GLOVES/SANTIZER#502	2,389.29
						\$3,698.02
20	011701750	WEST COAST ARBORISTS, INC	136566	9/22/2020	TREE TRIM FACILITIES	595.00
20	011701760		136566	9/22/2020	TREE TRIM STREETS	26,645.00
						\$27,240.00

Report Total **32,548.75**



City Manager

City of South El Monte
Warrant Register
Council Meeting of 09/22/2020

Date: 9/16/2020

Time: 04:32PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	05	CALPERS RETIREMENT	4801	9/16/2020	PPE 9/5 PLAN 23047	1,312.20
21	05		4801	9/16/2020	PPE 9/5 PLAN 27216	8,089.75
21	05		4801	9/16/2020	PPE 9/5 PLAN 685	10,057.54
						\$19,459.49
21	05	DEPARTMENT OF THE TREASURY	4802	9/16/2020	PPE 9/5 MED	4,237.08
21	05		4802	9/16/2020	PPE 9/5 FEDERAL	13,471.62
21	05		4802	9/16/2020	PPE 9/5 FICA	18,117.14
						\$35,825.84
21	05	EMPLOYMENT DEVELOPMENT DEPT.	4803	9/16/2020	PPE 9/5 TNG WITHD'G	7.36
21	05		4803	9/16/2020	PPE 9/5 UI TAX WITHD'G	300.20
21	05		4803	9/16/2020	PPE 9/5 STATE WITHD'G	4,516.52
						\$4,824.08
21	011701720	HOME DEPOT CREDIT SERVICES	4805	9/16/2020	RETURNED SUPPLIES	-219.96
21	011701710		4805	9/16/2020	RETURN WIRE MOLD	-54.70
21	011601610		4805	9/16/2020	PAINT/COLOSHOT FENCE	8.28
21	011701750		4805	9/16/2020	SCREW DRIV/TAPE MEAS	16.91
21	011701770		4805	9/16/2020	CLAMPS/SPLICER VEHICL	25.49
21	011701720		4805	9/16/2020	BATHROOM REMOD SUPP	26.76
21	011701740		4805	9/16/2020	SPRAY BOTTLES #502	31.54
21	011701720		4805	9/16/2020	PHOTO CONTL/COVER BK	32.88
21	011601630		4805	9/16/2020	KITCHEN TILE SUPPLIES	37.97
21	011701740		4805	9/16/2020	2 CHALK GUNS	39.52
21	011601610		4805	9/16/2020	KITCHEN SUPPLIES CCTR	48.61
21	011601610		4805	9/16/2020	DRY WALL FIX SUPPLIES	54.30
21	011701710		4805	9/16/2020	FLOOR CORD PROTECTOR	54.68
21	011701710		4805	9/16/2020	COAXIAL CABLE CM OFF	61.24
21	011601610		4805	9/16/2020	ELEC RECEPTACLES CCTR	65.63
21	011601650		4805	9/16/2020	PAINT SUP/WOOD/BRUSHS	71.61
21	011701760		4805	9/16/2020	CHISEL, DRILL,PUNCH	83.10
21	011701750		4805	9/16/2020	HINGES/BOLTS/PADLOCK	93.21
21	011601610		4805	9/16/2020	WALL MOLDING CCTR	109.34
21	011601630		4805	9/16/2020	PAINT GATE/FENCE MCTR	131.59
21	011511542		4805	9/16/2020	BOXING GYM PAINT	194.36
21	011701750		4805	9/16/2020	STEP BIT/OSCILAT TOOL	212.40
21	011601650		4805	9/16/2020	BROOMS/PAINT NTP	221.78
21	011601630		4805	9/16/2020	MAINT. FENCE SUPPLIES	267.35
21	011701750		4805	9/16/2020	GRAFFITI REM SUPPLIES	530.14
						\$2,144.03
21	011511543	SAM'S CLUB DIRECT	4806	9/16/2020	8/15 CENSUS CARAVAN	69.67
21	011501540		4806	9/16/2020	DEPARTMENT SUPPLIES	76.21
21	011501540		4806	9/16/2020	SUMMER CAMP/REC CLASS	78.89
21	011701710		4806	9/16/2020	CHALL SUPPLIES	103.16
21	011701710		4806	9/16/2020	CHALL SUPPLIES	185.27
21	011701710		4806	9/16/2020	CHALL SUPPLIES	287.80
21	011511543		4806	9/16/2020	8/19 BACKPACK GIVEAWA	318.94
21	689009020		4806	9/16/2020	TV & MOUNT/FITNES#252	685.77

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						\$1,805.71
21	011701730	SOUTHERN CALIFORNIA EDISON	4807	9/16/2020	OBF8/29-9/29 SLCK/SAN	26.35
21	011701760		4807	9/16/2020	7/14-8/12 11001 FAWCE	34.14
21	011701760		4807	9/16/2020	8/6-9/4 SLACK/SANTA	47.50
21	011701730		4807	9/16/2020	OBF8/29-9/29 SFTYLGT	394.74
21	011701760		4807	9/16/2020	8/6-9/4 SAFETY LGTS	911.74
21	011601620		4807	9/16/2020	7/17-8/17 1556 CENTRA	2,866.42
21	011601610		4807	9/16/2020	7/17-8/17 1530 CENTRA	3,565.90
21	011601610		4807	9/16/2020	7/17-8/17 ADJ 1530 CT	-1,266.90
21	011601620		4807	9/16/2020	7/17-8/17 ADJ 1556 CT	-931.23
21	011601620		4807	9/16/2020	7/17-8/17 ADJ 1556 CT	-275.51
21	011601610		4807	9/16/2020	7/17-8/17 ADJ 1530 CT	-194.19
21	011701730		4807	9/16/2020	OBF8/29-9/29 11001FAW	5.35
21	011701760		4807	9/16/2020	8/6-9/4 11530 THIENES	12.94
21	011601610		4807	9/16/2020	7/1-7/31 1530 CENTRA	20.00
21	011601620		4807	9/16/2020	7/1-7/30 1556 CENTRA	20.00
21	011701760		4807	9/16/2020	8/6-9/4 PECK/DURFEE	22.69
21	011701730		4807	9/16/2020	OBF8/29-9/29 PCK/DURF	23.03
						\$5,282.97
21	05	STATE DISBURSEMENT UNIT	4808	9/16/2020	PPE 9/5 CASE 0980438	150.00
21	05		4808	9/16/2020	PPE 9/5 CASE 1457313	603.50
21	05		4808	9/16/2020	PPE 9/5 CASE 2135289	646.15
						\$1,399.65
21	011407020	US BANK VOYAGER FLEET SYS	4809	9/16/2020	7/25-8/24 FUEL CODE	271.68
21	011701740		4809	9/16/2020	7/25-8/24 FUEL BLDG	316.15
21	011401100		4809	9/16/2020	7/25-8/24 FUEL P-SFTY	328.29
21	448008010		4809	9/16/2020	7/25-8/24 FUEL TRANSP	505.06
21	011701750		4809	9/16/2020	7/25-8/24 FUEL LANDSC	599.81
21	011701750		4809	9/16/2020	7/25-8/24 FUEL LANDSC	704.87
21	011701750		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-38.21
21	011701750		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-33.31
21	448008010		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-27.54
21	011401100		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-18.03
21	011701740		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-17.02
21	011407020		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-14.86
21	448008010		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-6.44
21	011701740		4809	9/16/2020	7/25-8/24 TAX EXEMPT	-1.55
21	011701740		4809	9/16/2020	7/25-8/24 FUEL BLDG	28.01
21	448008010		4809	9/16/2020	7/25-8/24 FUEL TRANSP	114.91
						\$2,711.82

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Report Total **73,453.59**



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21	448008010	ABS AUTO BODY REPAIR & PAINT	136567	9/22/2020	MINOR SVC/ROTATION#26	60.00
21	011701770		136567	9/22/2020	COLLANT LEAK/SVCS#19	715.00
						\$775.00
21	011301330	ADVANCED MICROCOMPUTING CONCEP	136568	9/22/2020	SEPT20 CLOUD RECV#502	750.00
21	011301330		136568	9/22/2020	SEPT'20 365 USERS	3,067.20
21	011301330		136568	9/22/2020	SEPT'20 MANAGE SVCS	9,585.00
						\$13,402.20
21	011701720	AIRGAS USA, LLC	136569	9/22/2020	CLAMPS FOR YARD	131.47
21	011701720		136569	9/22/2020	SAFETY EQUIPMENT	30.90
21	011701720		136569	9/22/2020	SAFETY EQUIPMENT	1,839.29
						\$2,001.66
21	011001030	ALESHIRE & WYNDER, LLP	136570	9/22/2020	JUL'20 LEGAL SVCS#502	3,325.00
21	011001030		136570	9/22/2020	JUL'20 SPECIAL PROJEC	38.00
21	011001030		136570	9/22/2020	JUL'20 FRANCHIS/CABLE	265.00
21	011001030		136570	9/22/2020	JUL'20 LITGATION	636.00
21	011001030		136570	9/22/2020	JUL'20 P-W / ENGINEER	1,505.00
21	011001030		136570	9/22/2020	JUL'20 PLANNING	3,884.00
21	011001030		136570	9/22/2020	JUL'20 REIMBURSABLE	4,673.50
21	011001030		136570	9/22/2020	JUL'20 PERSONNEL	9,217.00
21	011001030		136570	9/22/2020	JUL'20 ADDITIONAL SVC	25,302.45
						\$48,845.95
21	011701720	AMAZON CAPITAL SERVICES, INC	136571	9/22/2020	OFFICE SUPPLIES	39.28
21	689009020		136571	9/22/2020	DIG CLOCK FIT RM #252	41.79
21	011701720		136571	9/22/2020	OFFICE SUPPLIES	46.14
21	011001010		136571	9/22/2020	2 LAPTOP HARD CASES	50.50
21	011001010		136571	9/22/2020	COUNCIL OFFICE SUPP	71.43
21	011601640		136571	9/22/2020	HEART DEFIB PADS	73.70
21	011601620		136571	9/22/2020	HEART DEFIB PADS	73.70
21	011601610		136571	9/22/2020	HEART DEFIB PADS	73.70
21	689009020		136571	9/22/2020	NO FOOD/DRK SIGN #252	78.74
21	689009020		136571	9/22/2020	WALL SIGN DECOR #252	93.32
21	011001050		136571	9/22/2020	PRIVACY SCREEN FILTER	94.58
21	011001010		136571	9/22/2020	LAPTOP SUPPLIES	101.03
21	011001010		136571	9/22/2020	TRIPOD/PIC STORAGE	122.28
21	011701020		136571	9/22/2020	BANDANA MASKS#502	123.20
21	011001050		136571	9/22/2020	PHON SCREEN PROT/CASE	145.70
21	011001050		136571	9/22/2020	RETURN PRIV SCREEN	-94.58
21	011001010		136571	9/22/2020	KEYBOARD PROTECTION	7.69
21	011001010		136571	9/22/2020	MONTHLY PLANNER-COUNC	25.05
21	063003010		136571	9/22/2020	STEEL BOX-CK SLOT	30.88
21	011001040		136571	9/22/2020	CLIPBOARDS/USB PACK	614.79
						\$1,812.92
21	011501520	AREA D	136572	9/22/2020	FY20/21 MEMBERSHIP	1,043.10
						\$1,043.10
21	011301330	AT&T	136556	9/16/2020	8/7-9/6 BAN 1034751	24.97

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21	011301330	AT&T...	136556	9/16/2020	8/2-9/1 BAN 1034750	21.01
21	011301330		136556	9/16/2020	8/6-9/5 BAN 1034754	21.81
21	011301330		136556	9/16/2020	8/7-9/6 BAN 1034748	21.81
21	011301330		136556	9/16/2020	8/7-9/9 BAN 1034746	21.81
21	011301330		136556	9/16/2020	7/28-8/27 BAN 1347753	22.11
21	011301330		136556	9/16/2020	8/7-9/6 BAN 1034747	22.35
21	011301330		136556	9/16/2020	8/10-9/9 BAN 1051741	436.25
						\$592.12
21	011001020	AT&T MOBILITY	136557	9/16/2020	7/19-8/18 PHONE HR	72.38
21	011301310		136557	9/16/2020	7/19-8/18 PHONE FINAN	110.56
21	011401430		136557	9/16/2020	7/19-8/18 PHONE CODE	198.88
21	011001020		136557	9/16/2020	7/19-8/18 PHONE CM	260.31
21	011201210		136557	9/16/2020	7/19-8/18 PHONE CLERK	299.51
21	011701750		136557	9/16/2020	7/19-8/18 PHONE PW	423.75
21	011701710		136557	9/16/2020	7/19-8/18 PHONE SEMS	30.86
21	011401440		136557	9/16/2020	7/19-8/18 PHONE BUILD	44.11
21	011701740		136557	9/16/2020	7/19-8/18 PHONE DIRPW	56.72
21	011101110		136557	9/16/2020	7/19-8/18 PHONE SHERI	60.77
21	011001010		136557	9/16/2020	7/19-8/18 PHONE COUNC	1,639.40
						\$3,197.25
21	011701750	ATHENS SERVICES	136573	9/22/2020	AUG'20 SWEEPER SVCS	473.67
21	011701750		136573	9/22/2020	SEPT'20 PARK'GLOT SVS	473.67
21	011701760		136573	9/22/2020	SEPT'20 SWEEPER SVCS	5,233.15
21	011701760		136573	9/22/2020	AUG'20 PARKINGLOT SVC	5,233.15
						\$11,413.64
21	011501540	BELLA SANCHEZ	136603	9/22/2020	52 PW WORK CAPS	102.89
						\$102.89
21	011601610	CALIFORNIA COMMUNICATIONS	136575	9/22/2020	CCTR CAMERA UPGRADES	2,800.00
						\$2,800.00
21	011601620	CAPITOL DOOR SERVICE SO. CALIFORNI	136576	9/22/2020	SLIDING DOOR RPR SCTR	1,526.25
						\$1,526.25
21	011501510	CESIAH ROMO	136601	9/22/2020	SEPT'20 PLANNING MTG	100.00
						\$100.00
21	011701710	CINTAS CORP. #693	136577	9/22/2020	9/8 MAT CLEAN'G CHALL	24.43
21	011601620		136577	9/22/2020	9/8 MAT CLEAN'G SCTR	40.61
						\$65.04
21	011401430	COSTAR REALTY INFORMATION, INC	136579	9/22/2020	9/1-11/20 PROP INFO	888.75
						\$888.75
21	397007070	DANNY HUANG	136558	9/16/2020	RENTAL ASSIT CHENG	1,000.00
						\$1,000.00
21	011701720	DDC ELECTRIC SUPPLY, INC.	136580	9/22/2020	WIRE NEW ROOM AREA	133.09
21	011601610		136580	9/22/2020	RECESS LIGHTS CCTR	142.20
						\$275.29

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21	011601620	DDC PLUMBING SUPPLY, INC.	136581	9/22/2020	LUNCH RM AERATOR SCTR	20.85
						\$20.85
21	011701020	DE LAGE LANDEN	136582	9/22/2020	SPET'20 COPIER LEASE	4,441.80
						\$4,441.80
21	011701770	DWS TIRES	136583	9/22/2020	MIN SVC/ROTATION #5	95.00
21	011701770		136583	9/22/2020	MIN SVCS / ROTATION#2	95.00
21	011701770		136583	9/22/2020	REPLACE FRONT TIRE#28	299.00
21	011701770		136583	9/22/2020	REPLACE BAD STRUTS#11	450.00
						\$939.00
21	011601650	EWING IRRIGATION	136584	9/22/2020	IRRIGATION REPAIRS	309.36
21	011601650		136584	9/22/2020	IRRIGATION REPAIRS	318.25
21	011601650		136584	9/22/2020	IRRIGATION REPAIRS	384.74
21	011601650		136584	9/22/2020	IRRIGATION REPAIRS	15.01
21	011701020		136584	9/22/2020	SUN HAT FOR REC STAFF	22.11
21	011701020		136584	9/22/2020	SUN HAT FOR REC STAFF	43.72
21	011701750		136584	9/22/2020	STOCK SPRINKLERS	77.29
						\$1,170.48
21	011301320	FEDEX	136585	9/22/2020	SIGNED AUDIT DOCS	21.63
						\$21.63
21	011701770	GOT PROPANE INC	136586	9/22/2020	H3 FORKLIFT PROPANE	41.26
						\$41.26
21	011701720	GRANT'S TRUE VALUE HARDWARE	136587	9/22/2020	HARDWARE NEW ROOM	46.33
21	011601610		136587	9/22/2020	AC CONDENSER CLN CCTR	46.40
21	011601610		136587	9/22/2020	AC CONDENSER CLN CCTR	51.45
21	011701750		136587	9/22/2020	LANDSCAPE SUPPLIES	52.57
21	011601610		136587	9/22/2020	AC CONDENSER CLN CCTR	-36.99
21	011601620		136587	9/22/2020	RTN AERATOR	-9.88
21	011701720		136587	9/22/2020	CITY YARD KEYS	2.98
21	011601620		136587	9/22/2020	AERATOR	9.88
21	011701720		136587	9/22/2020	STORAGE NEW ROOM AREA	21.48
21	011701720		136587	9/22/2020	HARDWARE FOR NEW ROOM	30.23
21	011701720		136587	9/22/2020	DRILL BITS ROOM ADD.	32.40
21	011701710		136587	9/22/2020	TV SURGE PROTECT -CM	32.97
21	011701720		136587	9/22/2020	NAILS/ BLADE - YARD	32.98
						\$312.80
21	011501510	HELIODORO DUARTE, JR	136588	9/22/2020	SEPT'20 PLANNING MTG	100.00
						\$100.00
21	063003020	HUNTINGTON CULINARY	136589	9/22/2020	9/1-3 FRZN MEALS SR	295.00
21	063003020		136589	9/22/2020	8/25-27 FRZN MEAL SR	383.50
21	063003010		136589	9/22/2020	9/1-3 FRZN MEALS SR	5,595.62
21	063003010		136589	9/22/2020	8/25-27 FRZN MEAL SR	6,034.00
						\$12,308.12
21	011501510	JOSEPHINE BLANCO	136574	9/22/2020	SEPT'20 PLANNING MTG	100.00

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						\$100.00
21	011501510	JOSHUA JASSO-ORTEGA	136590	9/22/2020	SEPT'20 PLANNING MTG	100.00
						\$100.00
21	011101110	L.A. COUNTY SHERIFFS DEPT.	136591	9/22/2020	JUL'20 LAW ENFORCEMNT	387.50
21	011101110		136591	9/22/2020	JUL'20 LAW ENFORCEMNT	16,768.33
21	011101110		136591	9/22/2020	JUL'20 LAW ENFORCEMNT	45,644.86
21	011101110		136591	9/22/2020	JUL'20 LAW ENFORCEMNT	398,184.96
						\$460,985.65
21	011701720	LBC LIGHTING	136592	9/22/2020	LIGHTS/SENSOR NEW RM	129.69
						\$129.69
21	011601610	LIGHT AND POWER INTERNATIONAL-VOI	136593	9/22/2020	STAGE FLOOR REFINISH	2,300.00
						\$2,300.00
21	011201210	MUNICIPAL CODE CORPORATION	136594	9/22/2020	9/1-8/31 MUNI CODE	300.00
						\$300.00
21	05	NATIONWIDE RETIREMENT SOLUTIONS	136560	9/16/2020	SEPT'20 PPE 9/5/2020	5,245.50
						\$5,245.50
21	011401440	NEFTALI CORTEZ	136578	9/22/2020	JUL'20 REGIST INCOME	690.00
						\$690.00
21	397007070	NICKOLE LO	136559	9/16/2020	RENTAL ASSIT E.OLGUIN	1,000.00
						\$1,000.00
21	011701710	OFFICE DEPOT	136595	9/22/2020	OFFICE SUPPLIES - CM	9.92
21	011201210		136595	9/22/2020	OFFICE SUPPLIES	21.99
21	011201210		136595	9/22/2020	OFFICE SUPPLIES	77.09
21	011201210		136595	9/22/2020	BULLENTIN BOARDS	1,558.24
						\$1,667.24
21	011407020	PHOENIX GROUP INFORMATION SYSTEM	136596	9/22/2020	JUL'20 CITATION PROS	223.50
21	011401100		136596	9/22/2020	JUL'20 CITATION PROS	2,250.49
						\$2,473.99
21	011601610	POST ALARM SYSTEMS	136597	9/22/2020	SEPT'20 MONITOR CCTR	39.25
21	011701720		136597	9/22/2020	SEPT'20 MONITOR YARD	39.25
21	011601670		136597	9/22/2020	SEPT'20 MONITOR MVD	39.25
21	011601630		136597	9/22/2020	SEPT'20 MONITOR MCTR	39.25
21	011601650		136597	9/22/2020	SEPT'20 MONITOR NVD	39.25
21	011601620		136597	9/22/2020	SEPT'20 MONITOR SCTR	39.25
21	011601640		136597	9/22/2020	SEPT'20 MONITOR POOL	39.25
21	011701710		136597	9/22/2020	SEPT'20 MONITOR CHALL	39.25
						\$314.00
21	011701020	PREMIER JANITORIAL SERVICES	136598	9/22/2020	FACIAL CLOTH MASK#502	450.00
						\$450.00
21	011701710	QUADIENT LEASING USA, INC.	136599	9/22/2020	POSTAGE LEASE OCT-JAN	738.01
						\$738.01
21	011501540	RED DOT UNIFORMS	136600	9/22/2020	PW UNIFORM SHIRTS	102.89

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						\$102.89
21	011201220	SAN GABRIEL VALLEY NEWSPAPER GRP.	136602	9/22/2020	MEASURE ARGUMENT/PUB	626.00
21	011201210		136602	9/22/2020	SEWER SVC FEE / PUB	728.00
21	011201220		136602	9/22/2020	MEASURE/NOMINEE PUB	1,664.00
						\$3,018.00
21	011601650	SAN GABRIEL VALLEY WATER	136561	9/16/2020	7/28-8/26 1450 LIDCOM	187.88
21	011601620		136561	9/16/2020	7/28-8/26 1556 CENTRA	315.69
21	011601670		136561	9/16/2020	7/28-8/26 1819 CENTRA	618.81
21	011701710		136561	9/16/2020	7/28-8/26 1415 SANTA	674.83
21	011601640		136561	9/16/2020	7/28-8/26 1500 CENTRA	757.20
21	011601610		136561	9/16/2020	7/28-8/26 1530 CENTRA	882.40
21	011601660		136561	9/16/2020	7/28-8/26 1402 LERMA	2,747.27
21	011601650		136561	9/16/2020	7/28-8/26 1450 LIDCOM	4,236.29
21	011701710		136561	9/16/2020	9/1-10/1 1415 SANTA	4.00
21	011701720		136561	9/16/2020	9/1-10/1 1900 CENTRAL	6.02
21	011701730		136561	9/16/2020	7/28-8/26 1341 SANTA	42.74
						\$10,473.13
21	011001020	SGV CITY MANAGERS' ASSOCIATION	136604	9/22/2020	FY20/21 CM ASSOC FEE	55.00
						\$55.00
21	011601610	SMARDAN SUPPLY	136605	9/22/2020	SINK FAUCET/SUPP CCTR	278.06
						\$278.06
21	011701710	SOCAL OFFICE TECHNOLOGIES	136606	9/22/2020	REFILL STAPLES-COPIER	110.00
						\$110.00
21	011701760	SOUTHEAST CONSTRUCTION PRODUCT	136607	9/22/2020	CONCRETE MTRL-KLINGER	120.98
21	011701760		136607	9/22/2020	CONCRETE MTRL-KLINGER	166.91
21	011701760		136607	9/22/2020	SILICA SAND - ASPHALT	11.20
21	011701750		136607	9/22/2020	SMALL TOOLS LANDSCAPE	68.50
						\$367.59
21	011701760	SOUTHERN CALIFORNIA EDISON	136562	9/16/2020	6/24-8/25 10498 FERN	328.76
						\$328.76
21	011701760	SUNBELT RENTALS, INC.	136608	9/22/2020	CONCRETE/MIXER RENTAL	103.11
21	011701760		136608	9/22/2020	CONCRETE/MIXER RENTAL	267.36
21	011701760		136608	9/22/2020	CONCRETE/MIXER RENTAL	475.41
21	011701760		136608	9/22/2020	CONCRETE/MIXER RENTAL	764.66
						\$1,610.54
21	011301330	SUPERION, LLC A CENTRAL SQUARE CO	136609	9/22/2020	9/1-8/31 ANALYTIC NOW	8,070.30
						\$8,070.30
21	011701710	THE GAS COMPANY	136563	9/16/2020	7/29-8/27 1415 SANTA	121.24
						\$121.24
21	011701720	ULINE	136610	9/22/2020	PALLET RACKS - YARD	567.84
21	011701720		136610	9/22/2020	PALLET RACKS- YARD	672.36
21	011701720		136610	9/22/2020	PALLET RACKS - YARD	756.41
21	011701720		136610	9/22/2020	PALLET RACKS - YARD	91.59

City of South El Monte
Warrant Register
Council Meeting of 09/22/2020

Date: 9/16/2020

Time: 04:31PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$2,088.20
21	011701760	VULCAN MATERIALS COMPANY	136611	9/22/2020	HOT ASPHALT	251.03
						\$251.03
21	011701710	WHITTIER FERTILIZER	136612	9/22/2020	PLANTER MULCH CHALL	687.96
21	011601670		136612	9/22/2020	GRASS RPS NTP/SHV/MVD	33.08
						\$721.04
21	011701760	WINZER	136613	9/22/2020	GRAFFITI REMOVR-BUILD	644.52
21	011701740		136613	9/22/2020	GRAFFITI REMOVR-STREE	644.52
						\$1,289.04
21	011701710	WORLD CLASS FLAGS/OLC SUPPLY	136614	9/22/2020	USA FLAG - CHALL	712.06
						\$712.06

Report Total 615,288.96



City Manager



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION AND APPROVAL OF THE 2020 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

SUMMARY: The Community Services Department is requesting approval of the 2020 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donations letters to the South El Monte business community.

RECOMMENDATION: Staff recommends City Council approve the 2020 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of donations letters to the South El Monte business community.

FISCAL IMPACT: The fiscal impact to produce and mail the 2020 "Christmas Wish Toy Giveaway" donation letters will be in the amount of \$1,900.00, which is included the Fiscal Year 2020-2021 Christmas Wish Toy Giveaway budget; as explained in the break down below.

Letter Supplies: \$1,000.00
Postage Fees: \$900.00

DISCUSSION: With the COVID-19 Pandemic, many of the City events have been cancelled or postponed until further notice. However, the "Christmas Wish Toy Giveaway" event is one of the most popular City events that families rely on for gifts during the holiday season. The City has changed the format of the "Christmas Wish Toy Giveaway" event this

year, converting to a drive thru gift distribution with residents registering and picking up gifts at their reservation time. The event will comply with State and County regulations and guidelines during the COVID-19 pandemic.

Last year, City Council approved the "Christmas Wish Toy Giveaway" event budget in the amount of \$26,711.00 and the Community Services department raised approximately \$15,227.00 in donations from the South El Monte business community. The event provided a \$18.00-\$20.00 gift for members from over 200 local families with an average of four (4) children per family. This year the City's goal is to provide the same amount of gifts and groceries to all the needy families in our community.

The 2020 "Christmas Wish Toy Giveaway" is scheduled for Saturday, December 12, 2020 from 9:00 am - 5:00 pm at the South El Monte Community Center. The event information will be posted on the City newsletter, website, social media outlets and local school districts. Registration begins November 2, 2020. To qualify, applicants must provide proof of residency and low income status.

ATTACHMENTS:

[Attachment A- Donation Letter](#)

[Attachment B- Donation Form](#)

[Attachment C- Christmas Wish Toy Giveaway Flyer](#)



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
South El Monte, CA 91733
(626) 579-6540



September 22, 2020

Dear Community Partners:

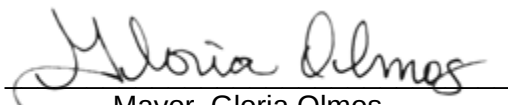
The City of South El Monte strives to provide families with the most entertaining and memorable holiday experience at our annual "Christmas Wish Toy Giveaway" event. Unfortunately, due to the COVID-19 Pandemic, the City will have to adapt the event to current federal and state guidelines and regulations. Nevertheless, it is our goal to enhance morale for the upcoming holiday season by rewarding needy families in our community with joyful gifts for their children.

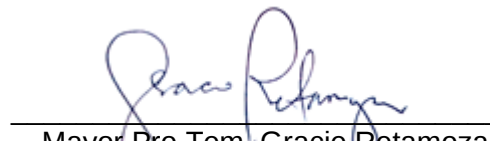
As the holiday season approaches, expectations in the children's hearts begin to rise. The City of South El Monte is seeking assistance from our business community to help spread a bit of holiday cheer to these needy families in these difficult times. Any monetary donation will be appreciated and used to purchase gifts for underprivileged children. We are also accepting any unwrapped, new toy donations that can be dropped off at the South El Monte Community Center located at 1530 Central Avenue.

On behalf of the City of South El Monte and the underprivileged families of our community, we would like to thank you in advance for your consideration. Should you have any questions regarding the "Christmas Wish Toy Giveaway" or any of the donation process please contact the Recreation Division at (626) 579-2043.

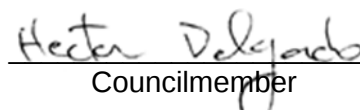
Thank you for your consideration and have a happy upcoming holiday season.

Sincerely,


Mayor, Gloria Olmos


Mayor Pro Tem, Gracie Retamoza


Councilmember
Richard Angel


Councilmember
Hector Delgado


Councilmember
Manuel Acosta



City of South El Monte
Community Services Department



My Company/I wish to donate the following amount for the

“Christmas Wish Toy Giveaway”

Bringing joy to underprivileged families in our community.

Please accept my donation in the amount of:

\$25.00 _____ \$50.00 _____ \$100.00 _____
\$200.00 _____ \$500.00 _____ Other \$ _____

Company Name/ Person Name: _____

Address: _____

Phone: _____

Email: _____

Please Make Checks Payable to:
CITY OF SOUTH EL MONTE

Attention:
South El Monte Christmas Wish
1415 Santa Anita Ave.
South El Monte, CA 9173

Please contact the Community Service Department for Tax ID Information at (626) 579-2043





*We're making our list and checking it twice!
This holiday season the City of South El Monte will help bring a smile to hundreds of children.*

CHRISTMAS WISH TOY GIVEAWAY

Drive - Thru

APPLICATIONS WILL BE AVAILABLE BEGINNING NOVEMBER 2ND.
TO QUALIFY, YOU MUST BE A SOUTH EL MONTE RESIDENT WITH
LOW-INCOME STATUS. YOU MAY COMPLETE AN APPLICATION AT

***SOUTH EL MONTE COMMUNITY CENTER
1530 CENTRAL AVE.
MONDAY - FRIDAY FROM 1 PM TO 5:30 PM.***

PLEASE PROVIDE A PHOTO ID, PROOF OF RESIDENCY, HOUSHOLD
INCOME, AND BIRTH CERTIFICATES FOR DEPENDENTS AGES 2 -13.

*The Toy Giveaway will take place on December 12, 2020 from 10 am - 6 pm.
Gifts will be given to all registered children.
No walk-up registration.*



SEM_PARKSANDREC



**Event subject to change or cancellation due to COVID-19 guidelines based on restrictions in place at the time of the event. No Walk-Ups.*

For more information, please call 626-579-2043.



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Diana Lopez, Human Resources/Risk Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-101,
APPROVING THE APPOINTMENT OF RENE SALAS AS
DEPUTY CITY MANAGER AND APPROVAL OF DEPUTY
CITY MANAGER EMPLOYMENT AGREEMENT

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

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-101, approving the employment agreement between the City and Rene Salas for the position of Deputy City Manager and authorizing the Mayor to execute the employment agreement.

FISCAL IMPACT: The Deputy City Manager position was budgeted for fiscal year 2020-2021. Mr. Salas will receive a salary of \$12,550.00 on a monthly basis, which is Step E of the City's current salary schedule for the position of Deputy City Manager. Any increases in subsequent years will be applied through performance reviews and/or salary adjustments to Step E. 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.

The Deputy City Manager is an essential member of the City's Executive Management Team and reports directly to the City Manager. This position will direct the operations of the

Community Services Department, which includes overseeing Parks and Recreation, Senior Services, Transportation, Emergency Management, special projects and social services. This position also directs the City's Economic Development division. Additionally, the Deputy City Manager will direct and participate in the development and implementation of citywide and departmental goals, objectives, policies, procedures, and priorities.

The key terms and provisions of the proposed agreement for Mr. Salas are: 1) Three-year term. 2) Annual Base Salary of \$150,600 (\$12,550 per month). 3) Car allowance in the amount of \$400 per month. 4) Severance consistent with his Public Works Director employment agreement- two (2) months' severance if terminated without cause within one (1) year and four (4) months' severance if terminated thereafter (subject to the state law requirement that severance is limited to the monthly salary multiplied by the number of months left on the unexpired term of the contract). 5) Same employment benefits as those currently provided to the City's other department heads.

For further information on the agreement between the City and Rene Salas, see Attachment B.

ATTACHMENTS:

[Attachment A - Resolution No. 20-101](#)

[Attachment B - Deputy City Manager Employment Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-101

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL
MONTE AND RENE SALAS FOR THE POSITION OF DEPUTY CITY
MANAGER

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to appoint an individual to serve in the position of Deputy City Manager beginning on September 23, 2020; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of Deputy City Manager is the department head of the City's Community Services Department and the Economic Development division; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager[;]” and

WHEREAS, the City requires the services of a Deputy City Manager; and

WHEREAS, based on Employee's executive and administrative qualifications, ability, and experience as the City's Public Works Director, the City Manager desires to employ Employee to serve as the Deputy City Manager for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the Deputy City Manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of Deputy City Manager services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of Deputy City Manager professional services to the City through an employment 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 hereby consents to the appointment of Rene Salas as Deputy City Manager and approves the employment agreement between the City and Rene Salas, substantially in the form attached to the agenda report that accompanied this item. The Mayor is authorized to execute the employment agreement on behalf of the City.

SECTION 3. This resolution shall be effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 22nd day of September, 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-101 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of September 2020 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

DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT

This Deputy City Manager EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 22nd day of September 2020, 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 Manager of the City of South El Monte (hereinafter the "City Manager") to appoint an individual to serve in the position of Deputy City Manager beginning on September 23, 2020; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of Deputy City Manager is the department head of the City’s Community Services Department and the Economic Development division ; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager[;]” and

WHEREAS, the City requires the services of a Deputy City Manager; and

WHEREAS, the duties of the Deputy City Manager are set forth 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, based on Employee’s executive and administrative qualifications and ability, the City Manager desires to employ Employee to serve as the Deputy City Manager for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the Deputy City Manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of Deputy City Manager services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of Deputy 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 Deputy City Manager for the City to perform the functions and duties of the Deputy City Manager position as described in Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of Deputy City Manager, 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 Deputy 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 Manager, 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 Deputy City Manager.

1.4 Employment Status. Upon appointment to the Deputy City Manager position, Employee shall serve at the will and pleasure of the City Manager 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 Manager, 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 compensation shall be Twelve Thousand Five Hundred and Fifty Dollars (\$12,550.00) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager 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 Manager may increase Employee's salary within the Council-approved salary range for the position of Deputy City Manager. The City Manager 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 his services hereunder at 12:01 a.m. Pacific daylight savings time on September 23, 2020 or such earlier date upon which the City Manager and Employee may mutually agree, and in either event such date will also be deemed the effective date of this Agreement ("Effective Date"). The Parties agree that upon the effectiveness of this Agreement, the September 12, 2017 Employment Agreement between the City and Employee for services as Public Works Director shall automatically terminate and be of no further force and effect.

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on September 22, 2023) and, thereafter, the term

of this Agreement may be extended for additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager 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 Manager may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Manager'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 Deputy 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 Deputy City Manager. Upon appointment to the Deputy City Manager position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(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 Manager, 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 Manager 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. In the event Employee is terminated without cause within one (1) year of the Effective Date 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, calculated on a per diem basis) then in effect multiplied by two (2), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date 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 the monthly base salary of Employee then in effect multiplied by four (4) excluding the value of any 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 four (4) 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 Community Services Department and Economic Development division 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 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager’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 Manager’s suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her 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.

6.0 BENEFITS

6.1 Holiday. 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

Cesar Chavez Day and Employee’s Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day and one floating holiday for Employee’s Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than two (2) 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 "PEPRA" local miscellaneous member, and accordingly is covered by the 2% @ 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "PEPRA" members as determined by CalPERS, which amount is currently 6.75%.

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 Manager 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 City Manager and 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. 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 Manager prior to each quarter or semester; ii) provides to the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager 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 Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager 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 Manager 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.

(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 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.

(b) 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.

(c) 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 \$400. 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 Employee and department heads, which may 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 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 Deputy 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 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 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, except where City Manager approval is expressly authorized herein.

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:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:

Rene Salas
[On file with Human Resources Dept.]

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

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

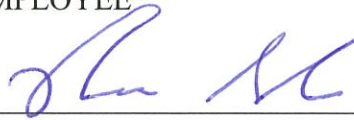
ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE



Rene Salas

EXHIBIT “A”

The Deputy City Manager is an at-will position appointed by and reporting to, the City Manager. Under the direction of the City Manager, the Deputy City Manager oversees Parks and Recreation, Senior Services, Transportation, Emergency Management, Economic Development, special projects and social services.

EXAMPLE OF DUTIES

Duties may include, but are not limited to, the following:

- A. Provide advice and counsel to City officials in connection with the solution of administrative operating problems;
- B. Represent the City Manager’s office in intergovernmental, interdepartmental, community, and professional meetings as required;
- C. Interact effectively with City Council, City Commissions/Committees, staff, and the general public to answer questions and provide information;
- D. Administer assistance and staff support on issues relating to departmental areas;
- E. Compile and analyze a wide variety of data and handle special projects as assigned;
- F. Confer with department heads and employees regarding policy and procedure changes, interpretation and implementation;
- G. Perform complex administrative and professional tasks related to all aspects of the City’s economic development programs;
- H. Review and analyzes proformas, appraisals, and other documents, and negotiate with developers and property owners concerning economic development assistance to projects, including commercial, retail, and affordable housing;
- I. Serve as the City liaison with appropriate government bodies, private firms and developers, and/or individuals to assist in achieving City objectives and ensuring compliance with appropriate laws and development standards;
- J. Participate in interdepartmental collaboration on projects as assigned;
- K. Serve as a liaison with the Los Angeles County Sheriff’s Department;
- L. Direct guidance to Parks and Recreation, Senior Services, and Transportation;
- M. Participate in the selection of, training, motivation, supervision and evaluation of assigned personnel;
- N. Assist the City Manager in preparing and administering the City Budget;

- O. Mediate and resolve operational conflicts between and within City Departments;
- P. Serve on primary emergency response team in case of an emergency or disaster pursuant to the City Emergency Plan;
- Q. Manage and oversee the City's public information and public affairs related functions;
- R. Proactively pursue development and revenue-generating opportunities for the City; and
- S. Perform other duties as requested by the City Manager.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Principles and procedures of public administration;
- Current practices of municipal finance, budget procedures; planning, organizing, and directing a multi-faceted organization;
- Relevant mathematical principles and functions and professional writing techniques;
- Fundamental practices of fiscal, statistical, administrative research, data analysis, and report preparation;
- Office procedures, methods, and equipment, including computers and applicable software applications, such as word processing, spreadsheets, and databases;
- Central functions, policies, and procedures of relevant departments and/or operations;
- Proper English usage, spelling, grammar, and punctuation;
- Prepare clear, concise, and comprehensive reports and written materials;
- Plan, organize, prioritize, and perform duties as assigned with minimal supervision;
- Operate standard office equipment, a personal computer, and relevant software;
- Interpret and apply department policies and procedures; communicate clearly and concisely, both orally and in writing;
- Research, compile information and maintain extensive records;
- Establish and maintain effective working relationships with the public and all levels of staff and management; and
- Adapt successfully in a high-volume, fast-paced working atmosphere with multiple activities.

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 Deputy City Manager effective September 23, 2020, serving at the pleasure of the City Manager 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 Human Resources Division, 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:

City Manager
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: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony R. 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.
7.e.**

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF A BIDDER'S LIST FOR ON-CALL
GRANT WRITING SERVICES

SUMMARY: Staff recommends City Council approve the attached list of consulting firms for on-call grant writing services (Bidder's List). This will allow the City to select the best consultant for granting writing services depending on their area of expertise.

RECOMMENDATION: Staff recommends City Council approve the Bidder's List for on-call grant writing services to be valid from September 22, 2020 through September 22, 2022.

FISCAL IMPACT: Not applicable at this time. Staff intends to request proposals for grant writing services on an as-needed basis. The firm's experience will then be scrutinized in depth pending the cost for future requested service.

DISCUSSION: The Request for Statement of Qualifications (RSQ) process was publicized on the City's website on July 29, 2020 and sent to an industry publication website for advertising. The City emailed the RSQ to consulting firms that have worked with the City in the past. The RSQ was advertised beginning July 29 and ending August 27 at 2pm. A total of 8 responses were received; the City's Public Works Department reviewed the responses and qualification for the various areas of grant writing expertise. The Bidder's List included as Attachment A includes all 8 firms, since they all have grant writing experience in most of the areas that the City outlined in the RSQ.

Staff recommends approving the attached Bidder's List to include all 8 firms that submitted an RSQ. The Bidders List would allow the City to obtain competitive proposals for grant writing services from several consultants for upcoming grants in the areas of Community &

Economic Development, Emergency Preparedness, Environmental, Facility Improvements, Parks & Recreation, Public Safety, Social Services, Technology, Transportation, and any other areas that the City decides to pursue.

ATTACHMENTS:

[Attachment A - Bidders List](#)

Bidder's List - Grant Writing Consultants

RSQ Proposers for Grant Writing Services - September 2020 thru September 2022						
	Firm	Office Location(s)	Services	Types of Grants	Contact	
1	MNS Engineering	Ontario, CA	Grant Writing	Clean Water programs, Ground water sustainability, Parks Grants, Cal OES/FEMA, Conservancy, Green Projects, Proposition 68 Grants	Greg Jaquez	3237971498
2	CSG Consulting	Orange, CA	Grant Writing	Complete Streets, Federal Grants, Bike lane grants, HUD grants, EPA Brown Field Grants, USDA Grants	Ethan Edwards	7145681010
3	Avant Garde	Pomona CA	Grant Writing	Transportation, Highway, Sustainability, Transit, Community & Economic Development and recreation, Safe Route to School, Infrastructure Development, Technology, Energy, Water, and Storm Water	Ana Marie LeNoue	9099796588
4	Grants Republic	Fallbrook, CA	Grant Writing	Department of Education, Department of Justice, Department of Labor, Department of Commerce, Housing & Urban Development	Heather Fukunaga	7605719075
5	Evan Brooks Assos.	Pasadena, CA	Grant Writing	Parks & Recreation, Metro, ATP, Natural Resources, CalFire, Complete Streets, SCAG, ATP Caltrans, AQMD, Bike Corridors, Prop 68, FTIP.	Hal Suetsugu	6267998011
6	California Consulting	El Segundo, CA	Grant Writing	FEMA, State Highway, Fire Fighter, CalRecycling, Caltrans, Prop 68, Conservation, Stormwater, Parks, and water.	Steve Samuelian	3237289002
7	Townsend	Newport Beach, CA	Grant writing	Army Corp of Engineers, California Arts, Cultural & Historical Endowment, Dept. of Corrections, Economic Development, Library, Youth Authority. CDC, Department of Agriculture, Education, Energy, Finance, Health & Human Services, CDBG, Parks & Recreation, DOT, Water Resources,	Christopher Townsend	9493999050
8	Engineering Solutions Services	Laguna Hills, CA	Grant Writing	Caltrans, Traffic Signals, Road, bike & pedestrian safety projects, Water projects,	Sudi Shoja	9496371405



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rachel Barbosa, City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-103,
APPROVING RETENTION OF OUTSIDE COUNCIL FOR
PERSONNEL-RELATED SERVICES

SUMMARY: The need for legal services for a confidential personnel matter has arisen that cannot be handled by the City Attorney.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-103, approving the retention agreement with Norm A. Traub & Associates LLC for outside counsel, in an amount not to exceed \$10,000, unless further approvals are provided by the City Council at a future meeting.

FISCAL IMPACT: It is estimated the services will cost a maximum amount of up \$10,000.

DISCUSSION: The City Attorney proposes that the City Council agree to retain outside counsel through Norman A. Traub & Associates LLC for professional services in a confidential personnel matter.

At section 3.16.070 of the South El Monte Municipal Code it provides: "The services of attorneys, physicians, architects, engineers, consultants, auditors, or other individuals or organizations possessing a high degree of professional, specialized technical skill or expertise, may be made without following bid procedures." As such, and to ensure competitive pricing, a survey of firms and rates has been completed and Norm Traub & Associates was lowest cost. In accordance therewith, a resolution authorizing the Mayor to execute the retention agreement is provided along with this staff report. Once executed, the agreement will establish the terms and conditions of Norman A. Traub & Associates LLC's retention by the City.

ATTACHMENTS:
[Resolution No. 20-103](#)

RESOLUTION NO. 20-103

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH
NORMAN A. TRAUB & ASSOCIATES

RECITALS:

WHEREAS, the City of South El Monte requires legal services for a confidential personnel matter has arisen that cannot be handled by the City Attorney; and

WHEREAS, the City seeks to enter into an agreement with Norm A. Traub & Associates LLC, in an amount not to exceed \$10,000, for personnel-related services; and

WHEREAS, the City Council now wishes to authorize the Mayor to execute a contract with Norman A. Traub & Associates LLC for such services.

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

Section 1. The City Council hereby authorizes the Mayor to execute an agreement with Norman A. Traub & Associates in an amount not to exceed \$10,000 and subject to approval as to form and content by the City Attorney's Office.

PASSED, APPROVED AND ADOPTED this 22nd day of September 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-103 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 22nd day of September, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: UPDATE ON THE CITY'S 2020 EVENTS DURING THE COVID-19 PANDEMIC

SUMMARY: The Community Services Department is providing an update on the remaining 2020 City Events with adjustments due to the COVID-19 Pandemic.

RECOMMENDATION: Staff recommends City Council receive the information and provide feedback on the remaining 2020 City Events.

FISCAL IMPACT: The General Fund has no appropriated funds in the Fiscal Year (FY) 2020-2021 City budget for the estimated \$2,500 cost of the Trick-or Treat Drive Thru, however funds may be reallocated from another activity or appropriated during the first quarter budget review for this item. The estimated funds to host a successful event is explained below.

Supplies: \$500.00

Trick-or-Treat Giveaways: \$2,000.00

The Christmas Wish Toy Giveaway has been included in the City's FY 2020-2021 budget.

DISCUSSION: Due to the COVID-19 Pandemic, the Community Services Department has cancelled or postponed most City events. However, with the holiday season soon approaching, the Community Services Department has the opportunity to provide replacement events in compliance with State and County regulations and guidelines during the COVID-19 Pandemic.

On September 9, 2020, the Los Angeles County Department of Public Health released guidelines (Attachment C) regarding activities for Halloween celebrations during the COVID-19 pandemic.

The prohibited activities include: Halloween gatherings, events or parties with non-household members even if they are conducted outdoors and carnivals, festivals, live entertainment, and haunted house attractions. The County is also recommending against door to door trick or treating and “Trunk or treating” where children go from car to car instead of door to door to receive treats. The County is permitting Car parades that comply with public health guidance for vehicle based parades including: drive by events or contests where individuals dress up or decorate their vehicles and drive by “judges” that are appropriately physically distanced; drive through events where individuals remain in their vehicles and drive through an area with Halloween displays; and, drive in events where individuals can receive a treat bag (limited to commercially packaged non-perishable treats) or take away item from an organizer while the participants remain in their vehicle.

The Annual Harvest Festival has been a long time City event providing a safe and engaging environment for all members of the community every October 31st, however this year's event will adapt with the current pandemic restrictions and safety precautions by converting to a Trick or Treat Drive Thru as permitted by the County guidelines. Please view Attachment A for a layout and details for the Trick or Treat Drive through route.

In addition, the Community Services Department is planning to modify the Christmas Wish Toy Giveaway similar to the Trick-or-Treat Drive Thru event due to the uncertainty of future COVID-19 pandemic health orders and safety precautions. Traditionally, the Christmas Wish Toy Giveaway provides gifts, a meal and entertainment to more than 200 needy families with during the holiday season. The modified Drive Thru Toy Drive will now provide needy families with gifts and food baskets during a drive up event that will be decorated to promote the holiday spirit.

ATTACHMENTS:

[Attachment A-Treat or Treat Layout](#)

[Attachment B- Trick-or Treat Drive-Thru Flyer](#)

[Attachment C- Los Angeles County Guidance for Halloween Celebrations](#)

[Attachment D- Toy Drive Layout](#)

[Attachment E- Christmas Wish Toy Drive 2020 Flyer](#)

KEY

- ← Drive Thru Route
- ← Traffic Detour Route
- Traffic Cones
- ⊘ Street Closure
- ★ PSO/CEO Officer

Halloween Trick-or-Treat Layout and Route



TRICK-OR-TREAT DRIVE-THRU



FREE ADMISSION!

FRIDAY, OCTOBER 30, 2020 | 5 PM - 9 PM
SOUTH EL MONTE COMMUNITY CENTER, 1530 CENTRAL AVE.
ENTRANCE STARTS ON LERMA RD. & CENTRAL AVE.

- A fun, safe Halloween event for families.
- Face coverings required at all times during event.
- Participants must remain in vehicles.

**Parks
Make
Life
Better!**



SEM_PARKSANDREC



*Event subject to change or cancellation due to COVID-19 guidelines based on restrictions in place at the time of the event. **No Walk-Ups.**

FOR MORE INFORMATION, PLEASE CALL 626-579-2043.

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Guidance for Celebrating Halloween

As fall approaches families start to plan for the upcoming holiday season beginning with Halloween. Since some of the traditional ways in which this holiday is celebrated does not allow you to minimize contact with non-household members, it is important to plan early and identify safer alternatives. The Los Angeles County Department of Public Health would like to share information on how to take part in this holiday in a manner that reduces the risk of spreading COVID-19. Since some of the traditional ways in which this holiday is celebrated are not permitted this year, consider some safer alternatives that are listed below.

Halloween Activities:

Not Permitted (gatherings and events are not currently allowed under the Health Officer Order)

- Halloween gatherings, events or parties with non-household members are not permitted even if they are conducted outdoors.
- Carnivals, festivals, live entertainment, and haunted house attractions are not allowed.

Not Recommended

- Door to door trick or treating is not recommended because it can be very difficult to maintain proper social distancing on porches and at front doors, ensure that everyone answering or coming to the door is appropriately masked to prevent disease spread, and because sharing food is risky.
- “Trunk or treating” where children go from car to car instead of door to door to receive treats is also not recommended, particularly when part of Halloween events, since it is difficult to avoid crowding and sharing food.

Permitted and Recommended

- Online parties/contests (e.g. costume or pumpkin carving)
- Car parades that comply with public health guidance for [vehicle based parades](#) including:
 - a. Drive by events or contests where individuals dress up or decorate their vehicles and drive by “judges” that are appropriately physically distanced.
 - b. Drive through events where individuals remain in their vehicles and drive through an area with Halloween displays.
 - c. Drive in events where individuals can receive a treat bag (limited to commercially packaged non-perishable treats) or take away item from an organizer while the participants remain in their vehicle.
- Halloween movie nights at drive in theaters (must comply with the public health drive in [movie theater guidance](#)).
- Halloween themed meals at outdoor restaurants (must comply with the [restaurant](#) protocol).
- Halloween themed art installations at an outdoor museum (must comply with the public health [museum guidance](#).)
- Dressing up homes and yards with Halloween themed decorations.

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health Guidance for Celebrating Halloween

Personal Protection Measures:

Regardless of how you choose to celebrate Halloween it is important to keep the following in mind:

1. Correctly wear a cloth face covering to prevent disease spread¹ when outside your home and around others that are not part of your household
2. Avoid confined spaces - Actively stay away from indoor spaces that don't allow for easy distancing of at least 6ft between you and others
3. Avoid close contact – Stay at least 6 feet away (3 or more adult steps) from all other people who are not part of your own household, especially while talking, eating, drinking, and singing.
4. Wash or sanitize your hands often.
5. Clean frequently touched items regularly.
6. If you are sick, or you have been in contact with someone who is sick with COVID-19 or has symptoms of COVID-19 stay home, and away from others.

Know where to get reliable information

Beware of scams, false news and hoaxes surrounding novel coronavirus. Accurate information, including announcements of new cases in LA County, will always be distributed by Public Health through press releases, social media, and our website. The website has more information on COVID-19 including FAQs, infographics and a guide to coping with stress, as well as tips on handwashing

- Los Angeles County Department of Public Health (LACDPH, County)
 - <http://publichealth.lacounty.gov/media/Coronavirus/>
 - Social media: @lapublichealth

Other reliable sources of information about novel coronavirus are:

- California Department of Public Health (CDPH, State)
 - <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>
- Centers for Disease Control and Prevention (CDC, National)
 - <http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html>

If you have questions and would like to speak to someone call the Los Angeles County Information line 2-1-1 which is available 24 hours a day.

¹ ¹ Wear masks with two or more layers to stop the spread of COVID-19. Wear the mask over your nose and mouth and secure it under your chin. For more info, <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html> and <http://publichealth.lacounty.gov/media/Coronavirus/docs/protection/GuidanceClothFaceCoverings.pdf>

Christmas Wish Toy Giveaway Event Layout





*We're making our list and checking it twice!
This holiday season the City of South El Monte will help bring a smile to hundreds of children.*

CHRISTMAS WISH TOY GIVEAWAY

Drive - Thru

APPLICATIONS WILL BE AVAILABLE BEGINNING NOVEMBER 2ND.
TO QUALIFY, YOU MUST BE A SOUTH EL MONTE RESIDENT WITH
LOW-INCOME STATUS. YOU MAY COMPLETE AN APPLICATION AT

***SOUTH EL MONTE COMMUNITY CENTER
1530 CENTRAL AVE.
MONDAY - FRIDAY FROM 1 PM TO 5:30 PM.***

PLEASE PROVIDE A PHOTO ID, PROOF OF RESIDENCY, HOUSHOLD
INCOME, AND BIRTH CERTIFICATES FOR DEPENDENTS AGES 2 -13.

*The Toy Giveaway will take place on December 12, 2020 from 10 am - 6 pm.
Gifts will be given to all registered children.
No walk-up registration.*



SEM_PARKSANDREC



**Event subject to change or cancellation due to COVID-19 guidelines based on restrictions in place at the time of the event. No Walk-Ups.*

For more information, please call 626-579-2043.



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-102,
AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN A
CONTRACT FOR FUNDING TO APPROVE
PARTICIPATION IN THE LOS ANGELES URBAN
COUNTY PERMANENT LOCAL HOUSING ALLOCATION
PROGRAM (PLHA)

SUMMARY: In 2017, Senate Bill 2 created a Permanent Local Housing Allocation (PLHA) Program which is the first permanent source of funding for affordable housing in the State of California. PLHA revenue is generated through recording fees on real estate transactions on an annual basis. Therefore, this funding source will vary annually depending upon the level of real estate transaction activities. In 2019, the PLHA program funding was allocated to local jurisdictions using a formula based on the Community Development Block Grant allocations. Based on the Urban County Entitlement Allocation, the City of South El Monte's 2020 allocation is \$129,020.

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 20-102, authorizing City Manager to designate the funding allocation for the PLHA funds and authorizing the Mayor, or designee, to sign a contract for funding to approve participation in the Los Angeles Urban County Permanent Local Housing Allocation Program.

FISCAL IMPACT: None.

DISCUSSION: Due to limited time restraints, the Los Angeles County Development Authority (LACDA) has chosen to use their funding allocation to fund the Eviction Defense Program. However, cities are given the option to utilize their allocated funds for other eligible housing activities. If a city does not choose an alternative program, the city's funds

will be designated to the Eviction Defense Program. Please see attachment A for a list of eligible activities. LACDA must amend the application in order to advise the State of the City's intention no later than October 15, 2020.

After October 15, 2020, the LACDA will review the City's proposed activity and an eligibility determination will be made. The next step will include a contract from the LACDA to the City, which will be sent mid-December 2020. PLHA funds are anticipated to be received by the County before the end of the calendar year, however given the unique set of circumstances we find ourselves in this year, the LACDA can only convey the information they have to date. Cities should be prepared to begin implementing these programs in January 2021. Please be aware the County cannot issue PLHA funding until they receive funding from the State.

ATTACHMENTS:

[Attachment A - Permanent Local Housing Allocation \(PLHA\) Eligible Activities](#)

[Resolution No. 20-102 - PLHA Program](#)

ATTACHMENT A

PERMANENT LOCAL HOUSING ALLOCATION (PLHA) LIST OF ELIGIBLE ACTIVITIES

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - A. This activity may include sub-awards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded the CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

RESOLUTION NO. 20-102

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO SIGN A CONTRACT FOR FUNDING FOR THIS PROGRAM FROM THE COUNTY OF LOS ANGELES

RECITALS:

WHEREAS, the City of South El Monte desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program for the period beginning January 1, 2021; and

WHEREAS, the City may designate an alternative program to be implemented using PLHA funds; and

WHEREAS, if the City does not designate an alternative program, the Los Angeles County Development Authority (LACDA) will designate the funding allocation to fund the Eviction Defense Program; and

WHEREAS, in order to participate in the PLHA, the City is required to authorize the Mayor, or her designee, to sign a contract for funding pursuant to the program; and

WHEREAS, the City Council now wishes to authorize the City Manager and to authorize the Mayor to enter into a contract with the County of Los Angeles in order to receive said PLHA funds.

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

Section 1. The City Council authorizes the City Manager to execute any and all documents necessary to designate the City’s alternative program for PLHA funding, as directed by the City Council.

Section 2. The City Council authorizes the Mayor, or her designee to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of South El Monte, subject to approval as to form and contents by the City Attorney’s Office.

PASSED, APPROVED AND ADOPTED this 22nd day of September 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

Resolution NO. 20-102

Page 2

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES)

SS:

CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-102 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 22nd day of September, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: COUNCIL DIRECTION ON REQUEST RELATED TO
EXISTING AGREEMENT WITH AKITOI LEARNING
CENTER TO LEASE CITY PROPERTY AT 1824
CENTRAL AVENUE

SUMMARY: The City has leased the Mini Center building, located at 1824 Central Avenue, to Akitoi Learning Center (Akitoi) since 2011. The current lease agreement is for a one-year period with five additional option years that expires on August 31, 2023. The rent schedule contains a 5% annual increase in each of the option years, however the Director of Akitoi is requesting the City continue to freeze the monthly rental rate at the existing rate for 24 months and provide funding assistance on two planned outdoor modifications to the playground areas and funding assistance to support a summer day care program.

RECOMMENDATION: City Council has been provided with additional requested information in order to assess the four requests made by the Akitoi Director for financial assistance. After review of the information provided, Council deliberation and direction is sought to resolve this matter. The four items requiring Council direction are as follows:

1. Determine if the City should provide requested financial assistance in the amount of \$2,500 for outside rubberized playground flooring.
2. Determine if the City should provide financial assistance estimated to be \$1,000 for parts and labor to install a shade structure in the playground area in front of the Mini Center.
3. In the event items 1 and 2 are denied, determine if a 24 month requested rental rate freeze amounting to \$3,862 should be provided. (See Attachment D)

4. Determine whether the \$35,000 request for the 2020 summer program is not applicable since the intended time period for the request has elapsed.

During the course of reviewing the Akitoi requests, there were three additional financial matters identified by Staff, where City Council direction is also being sought as discussed below:

5. Determine if the City should amend the lease agreement to adjust the current lease rate upward as it is under market value.

6. Determine if the City should install separate utility metering, sub-metering, or develop an allocation formula so that Akitoi becomes financially responsible for their utility costs.

7. Determine if the City should amend the lease agreement so that alterations made by the tenant become the financial responsibility of the tenant when reverting the building back to its original configuration upon the lease termination.

FISCAL IMPACT: Each of the Akitoi requests have a financial impact to the City. None of them were budgeted this fiscal year. The first two items are requests for assistance in the playground areas. The first item is funding of \$2,500 for new playground rubberized flooring. The second item is for material and labor costs to install a shade structure estimated to be \$1,000. The third item is for a two-year lease rate freeze amounting to \$3,862, which would only be considered only if the two playground request items were denied. The fourth request is \$35,000 for a summer 2020 child care program.

Item #1: The fiscal impact of the City partially funding the new playground rubberized flooring is \$2,500 based upon the lowest of three bids received. These funds have not budgeted by the City.

Item #2: The fiscal impact to the City agreeing to provide the parts and installation labor for the shade structure already purchased by Akitoi is estimated at \$1,000. These funds have not budgeted by the City.

Item #3: The fiscal impact of the City providing a two-year rent rate freeze would result in \$3,862.44 in lost rental revenue. This revenue reduction was not budgeted by the City.

Item #4: The fiscal impact of agreeing to the funding request for a summer program was \$35,000. The time frame for providing a summer program this year has now passed. This request is no longer valid. Additionally, the City did not budget for this request.

DISCUSSION: The City has a lease agreement with Akitoi for the use of the Mini Center, a 6,000 square foot building located at 1824 Central Avenue. The current lease agreement is for a one-year period with five additional option years. Akitoi is a for-profit proprietorship, full-service childcare business who has continually leased the Mini Center since September 2011. Akitoi first became the City's tenant as a result of being selected

through a Request For Proposal process. Akitoi's mission is to provide care and high-quality education, primarily for 2 to 5 year-old children, drawing from South El Monte and the El Monte greater area. Prior to leasing the Mini Center, the Akitoi Director provided childcare services at her home for an additional ten years. She brings twenty years of quality childcare experience to South El Monte. While running Akitoi, the Director has raised a family and went on to earn two master's degrees. Akitoi has a 5-star Google rating based upon positive feedback from parents.

The Director of Akitoi submitted a letter to the City dated February 4, 2020, requesting financial assistance on two planned outdoor modifications for the playground areas. One was for purchase of rubberized floor matting and the other was for the parts and labor costs for the installation of a shade structure that has been purchased by Akitoi. If the City did not concur with the request for assistance on the two planned outdoor playground modifications, an alternative was proposed where the monthly lease payment would be frozen at the existing rate for 24 months. One final request was for funding assistance to support a summer day care program. On July 8, 2020 the City responded specifying the requests were denied as they were not within the scope of the existing lease agreement. As a result of the rejection of the requests for financial assistance, the Akitoi Director requested an opportunity to go before City Council for them to be reconsidered. On July 28, 2020, City Council reviewed the requests and instructed staff to provide additional information prior to making a final determination.

As part of this information gathering, an Independent CPA audit, for the year ending December 31, 2019, was examined. It revealed that Akitoi received a "clean" opinion with no negative audit findings reported. The State contracts, which are separately evaluated, were also found to be in compliance with regulations. The audit report revealed there are no active lawsuits. The Akitoi Director also confirmed that there are no active or pending lawsuits since the financial statements were published.

The 2019 audited revenues earned were \$601,959. The two major sources of revenue are from Day Care Fees of \$292,830 and the State Preschool Program Grant of \$243,379. The Day Care fees are based upon Akitoi's Fee Schedule with the current part-time monthly rate for a child of \$727.62 and full-time monthly rate of \$1,124.28. The 2019 audited operating expenses were \$565,824 and the resulting net income for the year was \$36,135. The total cash on hand at year end was \$40,894. These financial results reflect normal operations prior to COVID-19.

Due to the COVID-19 pandemic, there has been a major reduction in students, dropping from 95 last year to 27 this year, including those opting for on-line learning. The distribution by hometown of these children is: 15 South El Monte, 9 El Monte, 2 Los Angeles, and 1 West Covina. The onsite class size is approximately a 4 to 1 ratio of students per teacher. The number of students using the facility has been negatively impacted by COVID-19, since many parents are staying home with their children. The financial effect of less students has led to staff reduction and other cost saving measures.

In April 2020, Akitoi received a Payroll Protection Program (PPP) loan in the amount of \$61,000. This loan was done under the Corona Virus Aid, Relief, and Economic Securities Act (CARES) through the Small Business Administration. This loan is to assist with employee retention. It is not known if this loan will need to be paid back or ultimately be forgiven.

LEASE ANALYSIS

The current lease agreement was for an initial one year period covering September 13, 2017 until August 31, 2018. Thereafter, there are five additional one year options running through August 31, 2023. The rent schedule contains a 5% annual increase in each of the option years. The rent schedule starts out in September 2017 at \$1,914.42 and escalates to \$2,443.34 effective beginning September 2022. The agreement sunsets on August 31, 2023. At which time, a new lease agreement could be entered into; another RFP process could be initiated; or an alternate City use of the facility may be needed. The current rent schedule in the lease agreement is as follows.

Monthly Rent Schedule – 5% Automatic Rate Increase Each September

- Initial Year: September 2017 = \$1,914.42
- Option Year 1: September 2018 = \$2,010.14
- Option Year 2: September 2019 = \$2,110.65
- Option Year 3: September 2020 = \$2,216.18
- Option Year 4: September 2021 = \$2,236.99
- Option Year 5: September 2022 = \$2,443.34

Under the agreement, Akitoi can exercise the annual option to continue the lease by providing written notice to the City at a time no less than one month prior to the expiration of the lease term in effect. Upon following this proper notice, the term will automatically renew for a new one-year option period. The rate schedule in the lease agreement is automatically set for the new one year period. Either party can cancel the agreement with a thirty written notice without cause. The lease does not require an annual City Council approval as the terms as the agreement were previously approved covering the six-year period ending August 31, 2023. Only when there is a proposed change to the agreement does it then require City Council review, deliberation, and approval.

MARKET ANALYSIS OF AVAILABLE BUSINESS PROPERTIES FOR LEASE IN SOUTH EL MONTE

A lease rate market analysis was performed on August 13, 2020 of 13 available business properties in South El Monte as found on the website, LoopNet.com. These available properties included industrial, retail, and office space. Industrial properties tend to be the lowest cost, while retail and office properties are more expensive. The cost per square foot surveyed was as low as \$9.48 per square foot per year and as high as \$19.80 per square foot per year. The Mini Center lease rate, based upon the current contract option year in effect, is \$4.43 per square foot per year. The proposed frozen lease rate request by Akitoi is \$4.22 per square foot per year. The contract rate with Akitoi is substantially less than fair

market value as reflected in Attachment C. When the various cost per square foot rent rates are applied to the 6,000 square Mini Center, the monthly rental rates are as follows:

Monthly Rent Rates Per Market Survey

- Highest Monthly Rent Rate: \$9,000
- Average Monthly Rent Rate: \$7,030
- Lowest Monthly Rent Rate: \$4,070
- Current Monthly Contract Rate: \$2,216
- Requested Lease Frozen Rate: \$2,111

LEASE REVENUE REALIZED BY THE CITY IS IMPACTED WHEN NOT SEPARATING UTILITY COSTS

The lease specifies that all utilities not separately metered are the financial responsibility of the City to pay. As currently configured, there are no separate water, gas and electric meters installed at the 1842 Central Avenue location. Based upon the lease, the City is paying all the utilities for the 6,000 square foot Mini Center. In addition, the City is paying the utilities on the two prefabricated buildings, totaling 4,000 square feet, located at the rear of the property occupied by the City's Park & Recreation Department. The site wide total for all three buildings is 10,000 square feet. The total utility costs for all three buildings this past fiscal year ending June 30, 2020 was \$12,914. This consists of: Gas of \$934, Electricity of \$6,295, and Water of \$5,685, totaling to \$12,914. Following the premise that the consumption of utilities occurs similarly on a square foot basis for all three buildings, the Mini Center's portion of utilities is 60% which calculates to \$7,748. Please see Attachment D for the proration computation.

The handling of the utility costs at the Mini Center should be examined, to address the consumption of utility services belonging to Akitoi. There are different methods available, including installing separate customer metering, sub-metering, or negotiate an agreeable allocation methodology so the Mini Center tenant is paying their portion of the utility costs. Addressing the utility costs is prudent since the existing lease rate is currently below the market rate. By not addressing utility costs incurred by Akitoi's operation, the actual net lease revenue collected by the City has effectively been lessened. The estimated net annual revenue realized would be reduced to \$18,846.16 per year, which equates to \$1,570.51 per month for a 6,000 square foot building. See Attachment D for net rent revenue computation.

ALTERATIONS

Any alterations to the building and site improvements on the premises require prior written approval by the City before starting construction work. Such alternations must be submitted for approval no later than 30 days prior to the scheduled construction. While touring the facility, the City Manager and Interim Finance Director were shown several prior alternations made, including the architectural plans. The Akitoi Director stated that the alterations are always brought forward to the City for review, permitting, and approval prior to commencement of work as required by the lease agreement. The past funding sources for the alterations have been grants received and funds generated from Akitoi operations.

Per a review of the December 31, 2019 audited financial statements, there has been \$154,436 spent over the years for facility improvements. The Akitoi Director shared ideas for additional desired alternations based upon future funding availability, when operations return to a normal level.

The current lease agreement allows for tenant alternations to remain in place when vacating the property. In some instances, the City may desire to revert a portion of the building back to the original configuration. Absent a contract clause requiring the tenant to be financially responsible, the City assumes the cost to place an area back to its original configuration. The next lease agreement, or an amendment to the existing agreement, should clarify that tenant alterations, where it is deemed necessary by the City, be reverted back to the original building configuration at the tenant's cost. In all likelihood, based on the tour taken, it is believed that few, if any, of the changes that have been made to date, would require a reversion back to a prior building configuration. However, should any exist now or in the future, the City needs to address this to avoid future unplanned expenses by having to pay for reverting the property back to a prior configuration.

TWO ALTERATION REQUESTS MADE BY AKITOI FOR CITY FINANCIAL ASSISTANCE

In the February 4, 2020 letter to the City, the Akitoi Director made two requests for financial assistance that can be considered as alterations. The first requested item was for the City to partially fund a proposed new rubberized playground flooring. The Akitoi Director submitted three vendor quotes to the City on September 9, 2020. The lowest bid was for \$2,500. The playground flooring would be placed partially in an exclusive use area for smaller children and the remainder in a joint use area in front of Mini Center building. Public access to the joint use playground area in front of the Mini Center building is limited to after hours and weekends when Akitoi is closed. The majority of the flooring utilization would be by Akitoi students. This rubberized flooring has already been installed in other playground areas at the Mini Center facility and the City did not participate in a cost sharing arrangement.

The second alteration request is for the City to install on the playground area in front of the Mini Center a shade structure. The shade structure has already been purchased by Akitoi. The request is for the City to purchase the piping materials and hardware and then perform the installation. A preliminary estimated cost for labor and material is \$1,000. However, a more detailed time and material estimate needs to be developed. The shade structure would be located in the playground area where the use of it will benefit Akitoi children during school hours and the public after hours. The City has not yet inspected the shade structure that has been purchased for aesthetics and to verify that it is fire resistant. The exact location where it would be installed also would need to be finalized. If such a request had not been made by Akitoi, the City would not install a shade structure at this location. Prior to any installation, whether the City is involved financially or not, City approval of the shade structure and its placement will be required.

FUNDING REQUEST FOR CITY TO PROVIDE ASSISTANCE FOR SUMMER CHILD CARE PROGRAM

This was the fourth funding request made by Akitoi in the February 4, 2020 letter in the amount of \$35,000. This request was made prior to the impact of COVID-19 being known. The requested funds would have been used to help fund a summer program for children of local economically disadvantaged families. This request is no longer valid since by the time the City responded, the summer was nearly over and the impact of COVID-19 would have limited operations. Akitoi previously received grant funds from the State of California for summer childcare sessions. However, this funding source is no longer available due to cutbacks. The City previously provided financial assistance in fiscal years 2015, 2016, 2017 and 2018 totaling \$80,968 towards the summer childcare program. The actual amount of funding provided exceeded the budget of \$46,000 for the collective years. Any future funding request should be addressed in conjunction with the City's budget review process. At this time, the request for funding for this summer has now past and was not budgeted.

MAINTENANCE

The City is contractually responsible for maintenance and repairs. A review of the City's general ledger revealed no costs were charged for maintenance and repairs during the last fiscal year ending June 30, 2020. Akitoi has been handling minor items as they arise. While on a site tour, it was reported that the City currently doesn't have an assigned point of contact to handle maintenance and other requirements. It was also reported that the City has not been performing routine inspections of the facility for the past few years due to a retirement where a named replacement was not subsequently appointed. Upon discovery of this deficiency, the City Manager has selected a City liaison to be the point of contact who will coordinate inspections, maintenance, repairs, and tenant requests.

One maintenance item that merits discussion was noted during the tour. This item is that there are not any address numbers on the front of the Mini Center building. The only numbers visible are those painted on the sidewalk curb. Not having address numbers that are large enough to be visible from the street makes locating the facility more difficult for patrons, service providers, and in the event of an emergency. While there is no City code requiring address numbers on buildings, it will improve the ability to locate the Mini Center. Public Works will be adding address numbers to the building of a sufficient size and height in a prominent and visible location.

INSURANCE AND INDEMNIFICATION

The lease agreement specifies that Akitoi provide certain dollar levels of coverage, specified deductibles, and types of insurance necessary to run a child care facility. The City is required to be named as an additional insured on the policies since it is the landlord. Being named as an additional insured is a layer of protection for the City. A review of the insurance coverages in effect reflect full compliance on Commercial General Liability insurance, Sexual abuse/molestation insurance, and automobile liability coverage. The City had not been provided with proof of Akitoi having workers compensation insurance. When this was brought to the Akitoi Director's attention, a copy of the existing policy coverage was provided within one day. As a result, the insurance was found to be in full compliance with the lease agreement. The insurance policies reflect that any cancellations will be provided with the standard thirty-day notice to provide ample time to secure new coverage.

It should be noted that the Mini Center facility is covered for building liability coverage in the event of a fire under the City's master insurance policy. In addition to insurance the existing lease agreement provides indemnification to the City in the event of a lawsuit, whether covered or not under the insurance policies in effect.

COVID-19 FACILITY COMPLIANCE

Akitoi is following COVID-19 compliance guidelines established by Los Angeles County. A set of the City's procedures patterned from LA County were provided to Akitoi to assist them in developing their own procedures. Based upon a tour by the City Manager and Interim Finance Director, it was observed that LA County compliance guidelines were being strictly followed. The Akitoi Director also stated there have been no reported cases of COVID-19 attributed to operations. Signs are posted at the entry to the Mini Center requiring masks and social distancing. Prior to entering the facility for a site visit, the City Manager and Interim Finance Director had their temperature taken. After which they were escorted to adjoining bathrooms to wash their hands with warm water and soap. After washing their hands, they were requested to use hand sanitizer that was provided. Wearing masks and social distancing was observed by the Akitoi staff and the children during the tour.

FOOD PROGRAM AND HANDLING

Akitoi provides breakfast, lunch, and snacks for the children to ensure they are properly nourished. The two funding sources are the regular parent fees collected and a Federally funded program administered through the State of California, known as the Child and Adult Food Care Program. A review of the December 31, 2019 audited financial statements reveals that the earnings under the State of California Child and Adult Food Care Program were \$40,581. The California Child and Adult Food Care Program Food Program was established to provide reimbursement for feeding children that qualify as being economically disadvantaged under the established program guidelines. Reimbursement to Akitoi under the California Child and Adult Food Care Program is based upon breakfasts, lunches, and snacks that are served. For parents that pay the regular monthly childcare fees the breakfasts, lunches and snacks are included with the monthly fee paid. When Akitoi enters into the State of California Child and Adult Food Care Program contract they are committed to enhancing children's health and well-being. They are required to provide healthy meals and snacks that meet the Federally established meal pattern standards. This means providing the right food groups and proper quantities for each serving. A review of the grant compliance portion of the December 31, 2019 audited financial statements revealed that the State standards were being followed, with no exceptions being noted. Akitoi was requested by the City to provide copies of the food handling licenses for the workers preparing and serving the food to the children. The licenses were promptly provided and found to be current. While taking the site tour the City Manager and Interim Finance Director observed that the kitchen was clean and that no food or drinks were visible on the counters.

CONCLUSION

It is recognized that Akitoi is a valued member of the South El Monte community. They provide quality childcare services that have a positive impact on our youth. Akitoi has been a stable long-term tenant since 2011. A market analysis of the lease rate reflects that the rental revenue the City is receiving is less than fair market value. A further financial impact is that since the City is also paying for all utility costs being consumed by Akitoi. At some point, during this current lease agreement or at its expiration, an adjustment may be made to ensure the City increases the rental revenue it is receiving to be more competitive in the marketplace, including addressing utility costs. The timing of any lease agreement adjustments should take into consideration the financial impact that COVID-19 has had on Akioi's operation.

ATTACHMENTS:

[Attachment A - Letters](#)

[Attachment B - Lease Agreement](#)

[Attachment C - Rent Analysis](#)

[Attachment D - Financial Information and Analysis](#)

Attachment A



February 4, 2020

Rachel Barbosa, City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

RE: Our Lease Agreement dated September 13, 2017 for the Premises at 1824 Central Ave.,
South El Monte, CA 91733

Dear Ms. Barbosa,

This letter is to notify you of our intent to renew the Lease Agreement as described above pursuant to Section 3(b) of the Lease Agreement.

I will continue to abide by all other terms and conditions of the Lease agreement including the provision for payment of rent per Section 6 of the Lease Agreement.

Akitoi Learning Center currently serves 90 preschool age children, of which 95% are South El Monte residents. We are also currently in the process of expanding our licensure to serve infant age children in the community.

As part of our lease renewal discussions, Akitoi would like the City to consider providing partial funding in the amount of \$2,600 to go towards new playground covering, that will end up being a more cost effective alternative than replacing the wood chips every 3 months. Akitoi will pay for the balance of the installation and materials.

We also require a shade structure and would like the City to install metal poles to affix a sail shade structure to. Akitoi will cover the cost of the sail if the City can provide and install the metal poles.

If the City is unable to assist with these two requests, then we respectfully ask that you consider maintaining our rent at its current rate for the next 24 months, which will assist us in implementing these needs ourselves.

We would also like the City to consider funding a summer program at Akitoi Learning Center, which was done for us in 2016 and 2017. Over 50% of our currently enrolled children are

subsidized under the California State Preschool Program (CSPP) which runs from September – June. There is a need in the community for Akitoi to provide summer care during July and August before the children transition to another program or kindergarten. Our last award was in 2017 when the City paid us \$36,036 to offset expenses for running a summer program. Unfortunately, in 2018 there was no funding available, however Akitoi respectfully requests to be considered for this important community service.

We look forward to continuing our relationship with the City of South El Monte to provide high quality services to our community.

If you have any questions or need assistance, please feel free to contact me.

Sincerely,



Ofelia Aguilar, Program Director
(626) 823-4702



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 * FAX (626) 579-2107



July 08, 2020

Ms. Ofelia Aguilar, Program Manager
Akitoi Learning Center
1824 Central Ave.
South El Monte, CA 91733

Dear Ms. Aguilar:

SUBJECT: Lease Agreement Renewal for 1824 Central Avenue

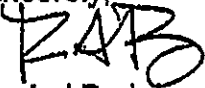
The City wants to inform Akitoi Learning Center of our desire to continue with the annual renewal of the lease. The rate that will be in effect starting September 1, 2020 is \$2,216.18 as per the existing payment schedule. The annual amount of the twelve-month lease payments is \$26,594.16 (\$2,216.18 x 12 months). This will be placed on the July 28, 2020 City Council Agenda for approval. Should you desire to discontinue leasing the facility, please inform us in writing on or before July 28, 2020 so the item can be removed from the meeting agenda.

In your February 24, 2020 letter, there were four additional requests of the City that are beyond the scope of the existing lease agreement. These requests are as follows:

1. "...Akitoi would like the City to consider providing partial funding the amount of \$2,600 to go towards new playground covering, that will end up being a more cost effective alternative then replacing the wood chips every 3 months."
2. "We also require a shade structure and would like the City to install metal poles to affix a sail shade structure to. Akitoi will cover the cost of the sail if the City can provide and install the metal poles."
3. "If the City is unable to assist with these two requests, then we respectfully ask that you consider maintaining our rent at its current rate for the next 24 months, which will assist us in implementing the needs ourselves."
4. "We would like the City to consider funding a summer program at Akitoi Learning Center." "...Our last award was in 2017 when the City paid us \$36,036 to offset expenses for running a summer program."

We want to acknowledge the four additional requests that have been made. Unfortunately, we are unable to honor them as part of the annual lease renewal as they are beyond the scope of the existing terms of the agreement in place. Please let me know if you still desire to move forward with any of these additional requests as they will require separate Council action. We look forward to Akitoi Learning Center continuing to operate at the current location and serving our community for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'RAB', written over the word 'Sincerely,'.

Rachel Barbosa
City Manager

Attachment B

**LEASE FOR CHILD CARE FACILITIES BETWEEN THE
CITY OF SOUTH EL MONTE AND AKITOI LEARNING CENTER**

This Lease ("Lease") is entered into as of September 13, 2017 between the City of South El Monte, a California municipal corporation ("Landlord") and Akitoi Learning Center, a sole-proprietorship ("Tenant").

RECITALS

A. Landlord is the owner of certain land, buildings, and improvements located in South El Monte, California, commonly known as 1824 Central Avenue, South El Monte, California (the "Property").

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property consisting of approximately 6,000 square feet of interior ground floor space, as well as the entire enclosed outdoor space adjacent thereto, as shown on Exhibit A attached hereto (the "Premises") for use as a child development center, on the terms and conditions in this Lease.

C. Tenant has occupied the Premises, under lease from Landlord, since December of 2011

For good and valuable consideration, the parties agree as follows:

Section 1. Definitions

As used in this Lease the following terms shall have the following definitions:

- A. "Commencement Date" is defined in Section 3.
- B. "Event of Default" is defined in Section 27.
- C. "Landlord" is defined in the preamble of this Lease.
- D. "Lease" is defined in the preamble of this Lease.
- E. "Rent" is defined in Section 5.
- F. "Premises" is defined in Recital B.
- G. "Tenant" is defined in the preamble of this Lease.
- H. "Term" is defined in Section 3.
- I. "Termination Date" is defined in Section 3.
- J. "Trade Fixtures" is defined in Section 22.A.

Section 2. Lease

A. Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions in this Lease. Tenant may use non-reserved parking spaces at the Property at all times throughout the Term at no additional cost, and Landlord shall at all time make sure there is available for the use of Tenant and its employees, suppliers, shippers, customers, contractors and invitees, a sufficient number of parking spaces at the Property. Landlord covenants and agrees with Tenant that upon Tenant's paying the rental required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease, Tenant shall and may, subject to the rights of the Landlord under this Lease, peaceably and quietly have, hold, and enjoy the Premises in accordance with this Lease without any hindrance, molestation or ejection by Landlord.

B. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

C. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Property. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Tenant's designated agent, which consent may be revoked at any time.

D. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and to use reasonable efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.

E. Landlord shall have the right, in Landlord's sole discretion, from time to time (provided such actions do not unreasonably interfere with Tenant's use and enjoyment of the Premises):

1. To make changes to the Common Areas, including without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

2. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

3. To add additional buildings and improvements to the Common Areas;

4. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Property, or any portion thereof; and

5. To do or perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 3. Term of Lease

A. The term of this Lease ("Term") shall commence on September 13, 2017 ("Commencement Date"), and end on August 31, 2018 ("Termination Date").

B. Subject to paragraph C of this Section 3, Tenant may, exercise one or more options to extend the Term for up to five one-year terms. Such option(s) shall be exercised no later than one month prior to the expiration of the applicable term by written notice to Landlord. Rent for the Extended Term shall be as set forth in the schedule in Section 6. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term.

C. Notwithstanding anything to the contrary in this Lease, either party may terminate this Lease for any reason or no reason upon at least 30 days' notice to the other party.

Section 4. Tenant Improvements

All construction work required or permitted by this Lease shall be done in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authority and insurers of the Premises. Tenant may inspect the work of Landlord at reasonable times and shall promptly give notice to Landlord of observed defects.

Section 5. Initial Term Rent

Commencing on the Commencement Date, Tenant shall pay rent to the Landlord \$1,914.42 per month.

Section 6. Rent for Option Years

In the event Landlord exercises its option to extend the Lease pursuant to Section 3(B), Tenant shall pay Landlord the following rent:

September 1, 2018 =	\$2,010.14
September 1, 2019 =	\$2,110.65
September 1, 2020 =	\$2,216.18
September 1, 2021 =	\$2,326.99
September 1, 2022 =	\$2,443.34

Section 7. Maintenance and Fee

"Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Landlord relating to the ownership and operation of the Property, including, but not limited to, the following:

A. The operation, repair and maintenance, in neat, clean, good order and condition of the following:

1. The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Areas lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

2. Exterior signs and tenant directories.

3. Any fire detection and/or sprinkler systems.

B. The costs of water, gas, and electricity to the Common Areas and any utilities not separately metered.

C. Trash disposal, pest control services, property management, security services, and the cost of any environmental inspections.

D. Reserves set aside for maintenance and repair of Common Areas.

E. Any deductible portion of an insured loss concerning the Common areas.

F. The cost of any capital expenditure to the Property.

Section 8. Security Deposit

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars (\$1,914.42) (the "Security Deposit") as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay rent or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security

Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall within ten days after written request therefor deposit monies with Landlord sufficient to restore said Security Deposit to the full amount required by this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Landlord elects to apply the Security Deposit only to unpaid Rent or Maintenance Fees, and otherwise within 30 days after the Premises have been vacated, Landlord shall return that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Tenant under this Lease. Tenant hereby waives the provisions of California Civil Code Section 1950.7.

Section 9. Use

A. Tenant shall only be permitted to use the Premises for educational and charitable purposes by operating a child development center for families of limited means and other allied operations incident to the conduct of the business, and Tenant agrees not to use the Premises for any immoral or unlawful purpose. Landlord agrees that, subject to the prior reasonable review and approval by Landlord and compliance with all applicable governmental requirements and any signing criteria in any covenants, conditions, and restrictions recorded prior to the date of this Lease, Tenant may erect and maintain on the Premises and the building and improvements on the Property any signs advertising Tenant's business, as Tenant may desire.

B. Tenant shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

C. Tenant shall not commit any waste or any public or private nuisance upon the Premises.

D. Tenant shall not violate any laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Section 10. Utilities

During the Term, Landlord shall pay, before delinquency, all charges or assessments for water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises, except for Tenant's telephone charges.

Section 11. Taxes

A. Landlord shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, all real estate taxes that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.

B. Landlord shall not be required to pay, discharge, or remove any tax (including penalties and interest), assessment, tax lien, forfeiture, or other imposition or charge against the Premises or any part of the Premises or any improvements, for such time that Landlord is diligently and in good faith contesting the validity or the legality of the assessment, levy, or charge by appropriate legal proceedings, and so long as Landlord posts the necessary bond or security, to prevent the collection of the tax, assessment, imposition, or charge contested. Tenant agrees that Tenant will, upon the reasonable request of Landlord, at no cost or expense to Tenant, execute or join in the execution of any instrument or document necessary in connection with any proceeding.

C. Tenant shall pay any and all possessory interest taxes payable by Tenant, and Tenant is hereby notified that such taxes may be assessed on Tenant's leasehold interest hereunder.

Section 12. Condition of Premises

Tenant acknowledges that as of the date of this Lease, Tenant has inspected the Premises and all improvements on the Premises and that, to Tenant's actual knowledge the Premises and improvements are in good order, repair, and condition.

Section 13. Repairs and Maintenance

A. Landlord shall, at Landlord's own expense, keep the entire Premises (both interior and exterior, structural and non-structural), and the remainder of the Property, in good condition and repair, and in compliance with all laws, rules, and orders of all federal, state, and municipal governments or agencies.

B. If at any time during the Term, including renewals or extensions, Landlord fails to maintain the Premises, Tenant may, but shall not be required to, perform the maintenance or make the repairs or replacements for the account of Landlord; any sums expended by Tenant in so doing, shall be immediately due from Landlord on demand of Tenant.

Section 14. Alterations

A. Tenant shall not make any structural alterations to the building and improvements on the Premises, or any alterations that adversely affect utilities, without Landlord's prior written consent; provided, however, non-structural alterations may be performed upon prior written notice but without Landlord's consent. Landlord agrees not to unreasonably withhold approval of the alterations that require Landlord's consent. Approval, however, may be conditioned upon (among other things) the receipt by Landlord of a set of plans and specifications for the alterations no later than 30 days prior to the scheduled construction of the alterations, and upon Tenant's agreement to restore the Premises, if Landlord requires it at the end of the Term, to the same condition as before the alterations. All such alterations performed by Tenant shall be in accordance with applicable laws at Tenant's own expense. Tenant will indemnify and defend Landlord for all liens, claims, or damages caused by any such alterations performed by Tenant. Landlord agrees, when requested by Tenant, to execute and deliver any applications, consents, or other instruments required to permit Tenant to do this work or to obtain permits for the work.

B. Except as set forth in Section 14.A and excluding all of Tenant's Trade Fixtures, all alterations and improvements made to the Premises shall become the property of Landlord and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

C. At least ten days before any construction commences or materials are delivered for any alterations that Tenant is making to the Premises, Tenant shall give written notice to Landlord as to when the construction is to commence or the materials are to be delivered. Landlord shall then have the right to post and maintain on the Premises any notices that are required to protect Landlord and Landlord's interest in the Premises from any liens for work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Tenant's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Tenant.

D. Tenant will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to Landlord a letter executed by Tenant assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Tenant's right, however, to contest these liens shall not extend beyond the point where Landlord's title to the Premises could be lost. On final determination of the lien or claim of lien, Tenant will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Tenant's own expense. If Tenant fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Landlord shall have the right, upon five days' written notice to Tenant, to pay or prevent this action, and the amount paid by Landlord shall be immediately due and payable to Landlord.

Section 15. Entry

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Tenant is complying with the terms of this Lease, to perform maintenance and to do other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease.

Section 16. Surrender of Premises; Holding Over

On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

Section 17. Indemnity

A. Tenant's Indemnity

1. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold property damage, violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances, or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of services, operations, duties, and other obligations of the Tenant, its officers, agents, employees, representatives, and subcontractors under this Lease.

2. Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all tenants, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of work performed by or at the request of Tenant.

3. Tenant shall indemnify, defend, and hold harmless the Landlord, its agents, officers and employees from any and all Tenant employees' Workers' Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Tenant personnel.

4. Tenant shall indemnify the Landlord, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Tenant of its obligations and covenants set forth in this Lease.

5. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

B. Landlord's Indemnity

1. To the fullest extent permitted by law, Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents and employees (collectively hereinafter referred to as "Tenant") from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage or loss (including, but not limited to bodily injury, death, personal injury, property damage or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity arising out of the performance or nonperformance of the Landlord's obligations under this Lease.

2. Landlord shall indemnify, defend, and hold harmless Tenant, its agents, officers and employees from any and all Landlord employees' Workers' Compensation suits, liability, or expense and will bear the sole responsibility and liability for furnishing Workers'

Compensation benefits in an amount and form to meet the State of California's statutory requirements, to any and all Landlord personnel.

3. Landlord shall indemnify Tenant, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by Landlord of its obligations and covenants set forth in this Lease.

4. The provisions of this indemnification clause shall not be limited to the availability or ability to collect insurance coverage, and shall survive the termination of this agreement.

Section 18. Insurance

PLEASE TAKE NOTICE: Tenant shall provide to Landlord copies of all insurance policies on or before the effective date of this Lease.

A. Without limiting Tenant's and Landlord's mutual indemnification and as a material condition of this Lease, Tenant shall procure and maintain for the duration of the Lease and any extended period thereof insurance with limits, coverages, terms and conditions at least as broad as shown below.

1. Commercial General Liability Insurance "occurrence" form to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, independent Tenants, products and completed operations, broad form property damage, and broad form liability with a combined single limit of \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy shall be endorsed to name the Landlord as additional insured.

2. Sexual abuse/molestation insurance. Tenant shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.

3. Automobile Liability Insurance to provide defense and indemnity coverage to Tenant, its employees, and Landlord for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required per accident limit.

4. Workers' Compensation Insurance as required by the Labor Code of the State of California or Employers' Liability insurance for: (1) bodily injury with accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.

5. Automobile Comprehensive and Collision Physical Damage Insurance for Automobiles. The Tenant may commercially insure this risk or self-insure this risk. If

commercial insurance is purchased, a "loss payee" endorsement covering the interest of Landlord shall be added onto the policy.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either Tenant shall cause its insurer to reduce or eliminate such deductibles or self-insured retention as respects Landlord; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, unless other arrangements have been made and approved by Landlord.

C. Other Insurance Provisions

1. Landlord shall be named as an additional insured on the Comprehensive General Liability, Business Automobile Liability, and Employment Practices Liability policies. Landlord shall be named as loss payee on the Commercial Crime policies as Landlord's interest may appear.

2. Tenant's insurance shall be primary to any other insurance or self-insurance programs maintained by Landlord, with respect to liability resulting from or connected to Tenant's acts or omissions, and such coverage shall be provided and maintained at Tenant's own expense.

3. Tenant shall report all serious incidents, including death and dismemberment, claims and lawsuits as soon as practical, but in no event later than the reporting provisions of governing insurance policies. Any failure to comply with reporting provisions of policies shall not affect coverage provided to Landlord.

4. Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurance.

5. Each insurance policy required by this Lease shall be endorsed to state that "except for non-payment of premium, in which case ten calendar days notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 60 calendar days prior written notice by certified mail, return receipt requested has been given to Landlord."

6. Insurance shall be placed with insurers admitted in the State of California and having a Best rating of no less than A-: VII.

7. Tenant shall furnish the Landlord with original endorsements and certificates of insurance that are required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Tenant shall provide to Landlord all endorsements and certificates and must be approved by the Landlord prior to funding. The Landlord reserves the right to require complete, certified copies of all required insurance policies at any time.

8. Tenant shall cause all subcontractors to procure and maintain for the duration of any work, services or operations performed insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers.

D. Notification of Claims

1. Tenant shall immediately notify the Landlord in writing of any and all incidents that result in a serious injury or death of a student, and the time, place and circumstances thereof, including identification of witnesses, if known.

2. A copy of any and all demands, charges, notices, claims, summons, complaints, or other similar legal documents received by Tenant in connection to the services or operations pertaining to this Lease shall immediately be forwarded to the Landlord. As a result of loss, damage or theft the Tenant shall file a claim with its insurance carrier and submit written notice within ten working days to the Landlord's Risk Manager.

Section 19. Compliance with Civil Rights Laws

Tenant shall comply with the provisions of state and federal civil rights laws which provide that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving State or federal financial assistance.

Section 20. Compliance with Section 504 and the ADA

Tenant shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit or, or be subjected to discrimination under any programs or activity receiving federal financial assistance. In addition, Tenant shall comply with the provisions of the Americans With Disabilities Act (ADA), provided, however, that any structural repairs to the Premises or the Property required in connection with the ADA shall be performed by Landlord at its sole cost and expense.

Section 21. Compliance with Drug-Free Workplace Act

Tenant must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1988.

Section 22. Trade Fixtures

A. Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Premises items for use in Tenant's trade or business, which Tenant, in Tenant's sole discretion, deems advisable (collectively "Trade Fixtures"). Trade Fixtures installed in the Premises by Tenant shall always remain the property of Tenant and may be removed at any time or the expiration of the Term or any extension, provided that any damage to the Premises caused by the

removal of the Trade Fixtures shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or to require Tenant to remove any Trade Fixtures that Tenant might otherwise elect to abandon.

B. As security for Tenant's performance of obligations under this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right to remove the Trade Fixtures given Tenant by the provisions of Section 22.A shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have as to the Trade Fixtures the remedies provided to a secured party under relevant sections of the California Uniform Commercial Code.

C. Any Trade Fixtures that are not removed from the Premises by Tenant within 30 days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed and not due to the lien provided to Landlord in Section 22.B.

Section 23. Signs

Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall obtain any necessary permits or licenses therefor and maintain it in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Premises by Tenant may, without damage or liability, be destroyed by Landlord.

Section 24. Damage and Destruction

A. If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, Landlord shall repair, restore, or reconstruct the damaged or destroyed building and other improvements so that the condition and quality of the new building and other improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction to the extent that proceeds of insurance are available. Damage to or destruction of any portion of the building, fixtures, or other improvements on the Premises by fire, the elements, or any other cause shall not terminate this Lease or entitle Tenant to surrender the Premises or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding. However, if the building, fixtures, or other improvements on the Premises are totally destroyed or damaged to the extent that the Premises is wholly unsuitable or inadequate for the purposes for which Tenant was using the Premises prior to the destruction or damage, all Minimum Monthly Rent shall abate effective the date of the destruction or damage.

B. If the Premises are damaged or destroyed in whole or in part and the available insurance proceeds are equal to the cost of repair, less any applicable deductible amount, Landlord shall proceed with due diligence to have plans and specifications prepared, to commence rebuilding, reconstruction, or restoration as promptly as possible after the occurrence of the event causing the damage or destruction, and thereafter to diligently complete the work. If the insurance proceeds are not equal to the cost of repair, Landlord may, but shall not be obligated to do whatever may be necessary for the rebuilding, recordation, repair, or restoration of any building or improvements damaged or destroyed at its own cost and expense.

C. Regardless of any contrary provisions in this Lease, if the Premises are damaged or destroyed by any cause to the extent of more than 25% of its insurable value or if the available insurance proceeds are less than the cost to repair, Landlord may, at Landlord's sole option, terminate this Lease within 90 days of the damage or destruction by giving written notice to Tenant.

Section 25. Condemnation

A. If, during the Term or any renewal or extension, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Premises is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease.

B. If, during the Term or any renewal or extension, only a part of the Premises is taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Premises prior to the taking, or if the Premises should become unsuitable or inadequate for those purposes by reason of the taking of any other property adjacent to or over the Premises pursuant to any condemnation proceeding, or if by reason of any law or ordinance the use of the Premises for the purposes specified in this Lease shall become unlawful, then and after the taking or after the occurrence of other described events, Tenant shall have the option to terminate, and the option can be exercised only after the taking or after the occurrence of other described events by Tenant giving ten days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises. Without limiting the generality of the previous provision, it is agreed that in the event of a partial taking of the Premises pursuant to any condemnation proceeding, if the number of square feet of floor area in the portion remaining after the taking is less than 80% of the number of square feet of floor area at the commencement of the Term, Tenant shall, after the taking, have the option to terminate this Lease on ten days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Premises.

C. If only a part of the Premises is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Landlord shall at Landlord's expense promptly proceed to restore the remainder of the Premises to a self-contained architectural unit.

D. If the whole or any part of the Premises are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.

Section 26. Assignment and Subletting

Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Subsequent to any assignment or sublease Tenant shall remain primarily liable for the rental to be paid under this Lease and the performance of all terms and conditions of this Lease. There shall be no change in the use of the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary herein, Tenant shall have the right, without first obtaining the consent of Landlord, to assign the Lease or sublease the Premises or otherwise share or transfer use or occupancy of the Premises to (a) its affiliates; (b) any entity resulting from a merger or consolidation of Tenant with any organization; (c) any entity acquiring substantially all of the stock or a substantial portion of the business or assets of Tenant; (d) any entity succeeding to the business and assets of Tenant; or (e) any entity which controls, or is controlled by, is under common control with Tenant (and such affiliates shall have the same rights as Tenant under this paragraph). No change of stock ownership or control of Tenant shall constitute an assignment hereunder.

Section 27. Default

Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

A. The failure by Tenant to pay any amount in full when it is due under the Lease, if the failure has continued for a period of five days after Landlord demands in writing that Tenant cure the failure;

B. The failure by Tenant to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure;

C. The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of 30 days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within 30 days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the 30-day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

D. Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant

without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;

E. The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within 30 days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of

1. a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or

2. a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within 60 days;

F. The abandonment of the Premises by Tenant.

Section 28. Remedies

Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to

A. Terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated.

B. Continue this Lease, and from time to time, without terminating this Lease, either

1. Recover all rent and other amounts payable as they become due or

2. Relet the Premises or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant as and when due. Landlord acknowledges that Tenant may terminate this Lease at any time upon 30 days notice, and therefore Tenant shall have no liability to Landlord for any costs incurred in reletting.

C. Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of Tenant.

D. None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease. If Landlord takes any of the previous remedial actions without

terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.

E. After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant. However Landlord must by prior notice first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all reasonable, actual, out-of-pocket costs, including costs of settlements, defense, court costs, and attorney fees that Landlord actually incurs in the course of any cure.

F. No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

G. Except where this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

Section 29. Waiver of Breach

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section 30. Notices

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Tenant at:

Ofelia Aguilar
Akitoi Learning Center
1637 Maxson Road

South El Monte, California 91733
Attn: Ofelia Aguilar, (626) 448-6943

or to Landlord at:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Attn: Jennifer Vasquez, City Manager

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

Section 31. Heirs and Successors

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

Section 32. Partial Invalidity

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section 33. Entire Agreement

This instrument constitutes the sole agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.

Section 34. Time of Essence

Time is of the essence in this Lease.

Section 35. Rent

All monetary obligations of Tenant to Landlord under the Lease shall constitute rent.

Section 36. Amendments

This Lease may be modified only in writing duly executed by the parties.

Section 37. Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, or a termination by Landlord, shall not work a merger, and shall, at the option of

Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to a Landlord of any of the subtenancies.

Section 38. Governing Law

This Lease shall be governed by and construed in accordance with California law.

Section 39. No Brokerage Commission

Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

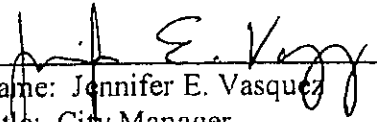
Section 40. Recording

Upon request by Landlord, Tenant shall execute, acknowledge and return to Landlord a recordable Memorandum of Lease evidencing the Lease, for recording.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

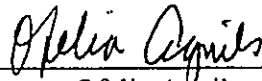
City:

City of South El Monte,
a California municipal corporation

By: 
Name: Jennifer E. Vasquez
Title: City Manager

Consultant:

Akitoi Learning Center

By: 
Name: Ofelia Aguilar
Title: Director

ATTEST:

By: 
Name: Rose Juárez
Title: City Clerk

By: _____
Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

APPROVED AS TO FORM:

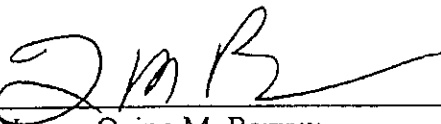
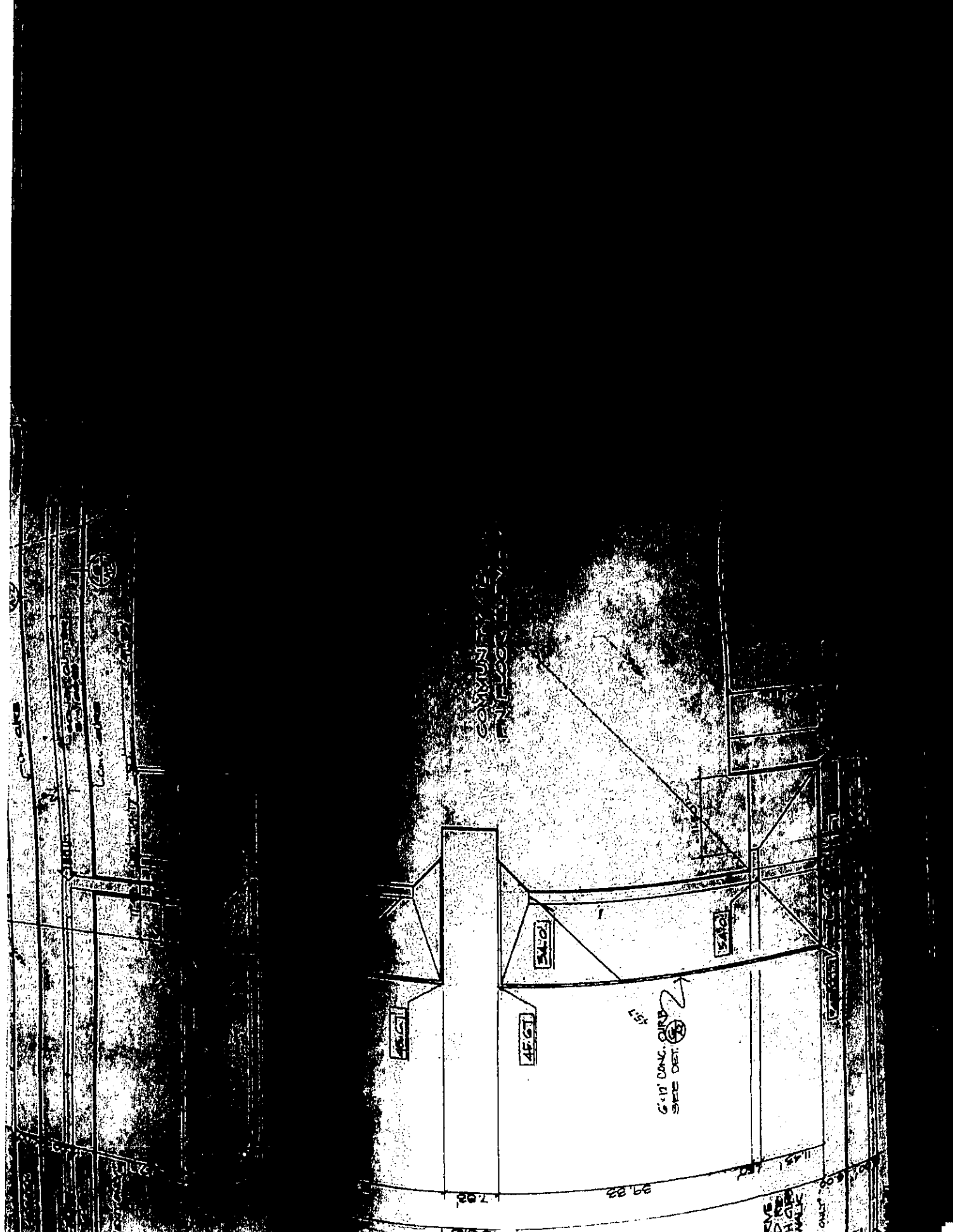
By: 
Name: Quinn M. Barrow
Title: City Attorney

EXHIBIT A
SITE PLAN



Attachment C

Square Footage Rent Analysis
13 Available Listed South El Monte Properties
As of August 13, 2020

Address	Property Type	Square Footage	Annual Cost Per Sq. Foot	Annual Rent	Monthly Rent
9846 Rush Street	Industrial	11,300	9.48	107,124.00	8,927.00
1810 Chico Ave	Industrial	4,000	9.60	38,400.00	3,200.00
9506 Rush Street	Industrial	16,500	10.68	176,220.00	14,685.00
9800 Rush Street	Industrial	3,622	10.80	39,117.60	3,259.80
1925 N. Doreen Ave	Industrial	11,500	10.92	125,580.00	10,465.00
2450 Rosemead Blvd	Industrial	6,454	12.00	77,448.00	6,454.00
9251 Garvey Ave.	Retail	2,850	12.00	34,200.00	2,850.00
2229 Durfee Ave.	Industrial	4,600	14.40	66,240.00	5,520.00
10926 Rush Street	Office	1,175	14.40	16,920.00	1,410.00
9661 Garvey Ave	Retail	8,286	15.00	124,290.00	10,357.50
1170 Durfee Ave	Office	2,747	16.80	46,149.60	3,845.80
2001 Santa Anita Ave	Retail	1,000	18.00	18,000.00	1,500.00
1180 Durfee Ave	Office	29,769	19.80	589,426.20	49,118.85
Totals		103,803	14.06	1,459,115.40	121,592.95

Rate Comparison on 1824 Central Ave. Mini Center Facility

Comparison Basis	Square Footage	Annual Cost Per Sq. Foot	Annual Rent	Monthly Rent	Ranking By Monthly Rate
Highest Cost Per Square Foot	6,000	19.80	118,800.00	9,900.00	1
Average Cost Per Square Foot	6,000	14.06	84,360.00	7,030.00	2
Lowest Cost Per Square Foot	6,000	9.48	56,880.00	4,740.00	3
Contract Rate Current Year Per Lease	6,000	4.43	26,594.16	2,216.18	4
Requested Lower Contract Rate	6,000	4.22	25,327.80	2,110.65	5

Attachment D

Financial Information & Analysis

Cost of Two-Year Rent Rate Freeze

Rental Revenues Per Contract

September 1, 2020 – August 31, 2020: $\$2,216.18 \times 12 \text{ months} = \$26,594.16$

September 1, 2021 – August 31, 2021: $\$2,326.99 \times 12 \text{ months} = \underline{\$27,923.88}$

Total Scheduled Rent for Two Year Period $\$54,518.04$

Rental Revenues Per Akitoi Request

September 1, 2020 – August 31, 2020: $\$2,110.65 \times 12 \text{ months} = \$25,327.80$

September 1, 2021 – August 31, 2021: $\$2,110.65 \times 12 \text{ months} = \underline{\$25,327.80}$

Total for Two Year Period ($\$25,327.80 \times 2 \text{ Years}$) = $\$50,655.60$

Rental request reduction ($\$54,518.04 - \$50,655.60$) = $\$3,862.44$

Total Annual Utility Costs at 1824 Central Avenue

Total Gas 934

Total Electricity 6,295

Total Water 5,685

Total Utility Cost $\$12,914$

Utility Costs Per Square Foot

In order to determine an approximate amount of utility costs consumed by the Mini Center occupied by Akitoi and the two prefabricated buildings occupied by the City's Parks and Recreation Department, a cost per square ratio was applied. The results are reflected below:

Mini Center (Akitoi) 6,000 Square Feet = 60% x $\$12,914 = \$7,748$

Two City Prefab. Buildings 4,000 Square Feet = 40% x $\$12,914 = \underline{\$5,166}$

Total Square Feet. 10,000 Square Feet = 100% = $12,914$

Net Rent Revenue Computation Taking Utilities Into Consideration

Scheduled Rent: 09/01/2020 – 8/31/2020: $\$2,216.18 \times 12 \text{ months} = \$26,594.16$

Less: Estimated Annual Calculated Akitoi Utility Costs $7,748.00$

Annual Net Revenue Collected ($\$26,594.16 - \$7,748.00$) $\$18,846.16$

Effective Monthly Lease Rate ($\$18,846.16 / 12 \text{ months}$) $\$1,570.51$



City Council Agenda Report

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

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rachel Barbosa, City Manager

SUBJECT: Correspondence by the El Monte/South El Monte Chamber of Commerce requesting financial assistance for an "Open For Business" Banner Program due to economic hardships to the business community during Covid-19

SUMMARY: Due to unprecedented and business hardships from COVID-19 and in efforts to boost the South El Monte Business Community the EM/SEM Chamber is requesting a contribution of \$1,540.00 for the purchase of 50 banners for the "Open for Business" Banner Program. This program will promote businesses open during the pandemic and is essential to the economic survival of businesses in the City of South El Monte.

RECOMMENDATION: Staff Recommends City Council review the request for support from the El Monte/South El Monte Chamber of Commerce for the "Open For Business" Banner Program totaling \$1,540.00, and if approved, appropriate the amount from the Community Promotional Fund.

ATTACHMENTS:

[Correspondence](#)



*El Monte/South El Monte
Chamber of Commerce*

September 15, 2020

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

**RE: City of South El Monte & El Monte/South El Monte Chamber of Commerce
"Open for Business" Banner Program**

Dear Rachel,

During these unprecedented times, it is incumbent upon us to assist our businesses in any way we can. In addition to our grass root efforts to get relevant information to our businesses regarding COVID-19, effective marketing and promotion of our businesses is essential to their economic survival.

That being said, we respectfully request a collaboration between the City and the Chamber to provide fifty (50) 3 ft. by 6 ft. banners stating "Open for Business", including the Chamber and City's logos. These complimentary banners would be given to businesses throughout the City to advertise that their business is open. The cost of these banners are \$28.00 each plus sales tax for a total of \$1540.00. A sample of the banners and an estimate are attached for your convenience. We can also have both colors of the banners.

We look forward to this exciting program and will deliver the banners to the businesses and advise that the City of South El Monte supports their tiredness efforts to remain open by offering these free banners.

Sincerely,

Ken Rausch
Chief Executive Officer

1903 N. DURFEE AVENUE, SUITE 4 • SOUTH EL MONTE, CA 91733

P.O. BOX 5866 • EL MONTE, CA 91734

PHONE: 626.443.0180 FAX: 626.443.0463 CHAMBER@EMSEM.BIZ WWW.EMSEM.BIZ



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INVOICE 25473

9-15-2020
EM / SEM C of C
S. EL MONTE, CA.

KEN RAUSCH
443-0180

C.O.D.	ON ACCT	P.O.# DEPOSIT	DUE	SHIP	WILL P / U
	N/10				
Qty	Description		Price	Amount	
50	3'x6' BANNERS PER ART "OPEN FOR BUSINESS"		\$28.	\$1400.	
			S&H		
			LABOR		
			MATERIAL	\$1400.	
			TAX	\$140.	
			TOTAL	\$1540.	

11450 RAMONA BL. • EL MONTE • CA 91731 • 626/442-2163

OPEN



FOR BUSINESS



SMITTY'S SIGNWORKS 626.442.2164

OPEN



FOR BUSINESS



SMITTY'S SIG



Successor Agency Agenda Report

Agenda
Item No.
19.a.

DATE: September 22, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks Agency Board approval of the Minutes of the July 28, 2020 meeting.

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

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR SUCCESSOR AGENCY MEETING - MINUTES
TUESDAY, JULY 28, 2020**

1. ROLL CALL

Chairperson Olmos called the meeting to order at 8:22 p.m.

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

STAFF PRESENT: Anthony R. Taylor, City Attorney; Rachel Barbosa, City Manager; Donna G. Schwartz, City Clerk; Paola Lara, Deputy City Clerk, and Ian McAleese, Assistant Planner.

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

2. APPROVAL OF AGENDA

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

AYES: Councilmembers: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos.
NAYS: None

3. PUBLIC COMMENT

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

4. CONSENT CALENDAR

a. MINUTES

Approved the Minutes for the Regular Meeting of May 26, 2020.

b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATE

Approved staff request to "go dark" on August 25, 2020, as the Board will be taking a recess during the month of August.

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

AYES: Councilmembers: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos.
NAYS: None.

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

6. **ADJOURNMENT**

There being no further business coming before this body, at 8:25 p.m.
Chairperson Olmos adjourned the meeting.

Donna G. Schwartz, CMC, Secretary

Gloria Olmos, Chairperson



Successor Agency Agenda Report

Agenda
Item No.
19.b.

DATE: September 22, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of September 2, 2019 through September 22, 2020 totaling \$9,779.83

RECOMMENDATION: Staff recommends Successor Agency adopt Resolution No. 20-01, authorizing payment of City expenditures.

FISCAL IMPACT:

ATTACHMENTS:

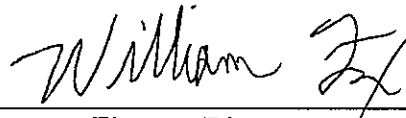
[Resolution No. SA 20-01](#)

RESOLUTION NO. SA 20-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT, ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF SEPTEMBER 2, 2019 THROUGH SEPTEMBER 22, 2020 TOTALING \$9,779.83

THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

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



Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Regular Warrants	9/2/2019-9/22/2020	5530-5531	9,779.83
	Total Checks			<u>\$9,779.83</u>

Attachments: List of Warrants

TOTAL EXPENDITURES DISTRICT RESOLUTION NO. SA 20-01: \$9,779.83

PASSED, APPROVED, AND ADOPTED this 22nd day of September 2020.

Gloria Olmos, Chairperson

ATTEST:

Donna G. Schwartz, Secretary

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

I, Donna G. Schwartz, Secretary of the Successor Agency to the South El Monte Improvement District, do hereby certify that the forgoing Resolution No. SA 20-01 was duly passed and approved by the Successor Agency to the South El Monte Improvement District at a regular meeting of said Board held on the 22nd day of September, 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, Secretary

South El Monte Business Improvement District

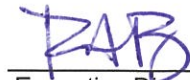
Date: 9/16/2020

**Warrant Register
District Meeting of 09/22/20**

Time: 04:34PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	919559510	U.S. BANK	5530	8/12/2020	2015A/2015B TAX ALLOC	1,815.00
21	919559510		5530	8/12/2020	2014A TAX ALLOCATION	1,815.00
						\$3,630.00
21	919559510	URBAN FUTURES INCORPORATED	5531	9/8/2020	FY19 CONTINUE DISCLOS	6,149.83
						\$6,149.83

Report Total 9,779.83



Executive Director



City Council Agenda Report

**Agenda
Item No.
19.c.**

DATE: September 22, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION OF RESOLUTION NO. SA 20-02,
ADOPTING THE SUCCESSOR AGENCY TO THE SOUTH
EL MONTE IMPROVEMENT DISTRICT'S CONFLICT OF
INTEREST CODE

SUMMARY: Pursuant to the Political Reform Act, the Legislative Body must conduct a Biennial review of their established Conflict of Interest Code in even-numbered years.

RECOMMENDATION: Staff recommends the Successor Agency adopt Resolution No. SA 20-02, notifying the City Council that no revisions are required to the Successor Agency's Conflict of Interest Code.

FISCAL IMPACT: None.

DISCUSSION: The City Clerk's Office in partnership with the City Attorney's Office and Human Resources reviewed the current list of City positions to establish whether any position classifications were added, eliminated, or warranted inclusion in the Successor Agency's Conflict of Interest Code from 2018.

Upon review, it was determined that no revisions are required to the Agency's Conflict of Interest Code.

ATTACHMENTS:

[Resolution No. SA 20-02](#)

RESOLUTION NO. SA 20-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT NOTIFYING THE CITY COUNCIL THAT NO REVISIONS ARE REQUIRED TO THE SUCCESSOR AGENCY'S CONFLICT OF INTEREST CODE

WHEREAS, The Political Reform Act, Government Code Section 81000, et seq., requires the Successor Agency to the South El Monte Improvement District to adopt a Conflict of Interest Code. The Successor Agency adopted the most recent version of the Conflict of Interest Code for the South El Monte Improvement District on December 11, 2018.

WHEREAS, Government Code Section 87306.5 requires public agencies to conduct a review of their conflict of interest codes in even numbered years and make any necessary revisions. The Successor Agency has conducted its review for 2020, and hereby provides notice to the City Council that no revisions to the Conflict of Interest Code are required at this time.

NOW THEREFORE THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The Agency Secretary shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 22nd day of September 2020.

Gloria Olmos, Chairperson

ATTEST:

Donna G. Schwartz, Agency Secretary

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

I, Donna G. Schwartz, Agency Secretary to the Successor Agency to the South El Monte Improvement District, hereby certify that the foregoing Resolution, being Resolution No. SA 20-02 was duly passed and approved by the Successor Agency at a regular meeting of said Agency held on the 22nd day of September, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, Agency Secretary