

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



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

CITY OF SOUTH EL MONTE

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

AGENDA

February 28, 2023, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

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

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

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Richard Angel

3. INVOCATION

Pastor Benjamin Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Presentation by Amy Wong and David Diaz representatives of Active San Gabriel Valley (Active SGV) and Carlos Velasquez with KOA on South El Monte Rush Street - Sustainable Transportation Equity Project (STEP)

4.b. Presentation by Jason Perez, Recreation Coordinator, Community Services Department, City of South El Monte, on Laser Drone Fireworks

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

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

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 15, 2023

Staff is requesting approval of Minutes for the February 15, 2023 Special City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 15, 2023 Special City Council meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-17, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 16, 2023 THROUGH FEBRUARY 28, 2023

Authorizing payment of City expenditures for the period of February 16, 2023 through February 28, 2023, totaling \$462,314.51.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-17, authorizing payment of City expenditures.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. DISCUSSION AND APPROVAL OF THE 2023 SUMMER CONCERT SERIES BAND PERFORMANCES

City Council will discuss and approve six (6) band performances that will be featured in the 2023 Summer Concert Series.

RECOMMENDED ACTION: Staff recommends City Council discuss and approve six (6) band performances to be featured at the 2023 Summer Concerts Series.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-18, APPROVING THE APPOINTMENT OF MASAMI HIGA AS DIRECTOR OF FINANCE AND APPROVAL OF DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT

Staff is asking for approval of the appointment of Masami Higa as Director of Finance and approval of employment contract for services as Director of Finance.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-18, approving the employment agreement between the City and Masami Higa for the position of Director of Finance and authorizing the Mayor to execute the employment agreement.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-19, APPROVING AGREEMENT WITH EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE FOR ECONOMIC AND BUSINESS DEVELOPMENT

This item was continued from the City Council Meeting on February 15, 2023, to further discuss the agreement with the Chamber of Commerce.

RECOMMENDED ACTION: Staff Recommends:

1. Adopt Resolution No. 23-19, approving an agreement with the El Monte/South El Monte Chamber of Commerce; and
2. Authorize City Manager or designee to negotiate and execute agreement.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-20, APPROVING SECOND AMENDMENT TO AGREEMENT WITH ADVANCE MICROCOMPUTING CONCEPTS INC. (AMC) FOR CLOUD BACKUP SERVICES

Approving second amendment to contract with AMC for Cloud Backup services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-20, approving second amendment to agreement for contract services with AMC for Cloud Backup Services for three additional years through March 28, 2026; and authorize Mayor to execute agreement.

9.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-21, APPROVING SECOND AMENDMENT TO AGREEMENT WITH ADVANCE MICROCOMPUTING CONCEPTS INC. (AMC) FOR IT SERVICES

Approving second amendment to contract with AMC for IT Services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-21, approving second amendment to agreement for contract services with AMC for IT Services for three additional years through February 28, 2026; and authorize Mayor to execute agreement.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Discussion on installing an Emergency Blue Light Call Box in City Hall and City parks parking lots.

RECOMMENDATION: Discussion and/or action.

12.b. COUNCILMEMBER RUDY BOJORQUEZ

1. Discussion about creating a South El Monte night market at the Kruse property next to City Hall.

RECOMMENDATION: Discussion and/or action.

2. Discussion about creating a Social Media Sponsored Advertisement Budget for Facebook and Instagram posts.

RECOMMENDATION: Discussion and/or action.

13. CLOSED SESSION

13.a. CONFERENCE WITH LAW ENFORCEMENT

Pursuant to Government Code Section 54957 – Public Security

14. RECESS COUNCIL MEETING

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

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

Successor Agency Meeting next page.

Successor Agency Meeting

16. CALL TO ORDER AND ROLL CALL

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR JANUARY 24, 2023

Staff is requesting approval of the Minutes of the January 24, 2023 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of January 24, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

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

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 23rd day of February 2023.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Presentation by Amy Wong and David Diaz representatives of Active San Gabriel Valley (Active SGV) and Carlos Velasquez with KOA on South El Monte Rush Street - Sustainable Transportation Equity Project (STEP)

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation



Presentation on South El Monte Rush Street- Sustainable Transportation Equity Project (STEP)

2/28/23



Outline

1. Project Information
2. Community Outreach
 - a. Survey #2 Results
3. Community-Preferred Design
4. Next Steps



Project Vision

- A more sustainable and resilient South El Monte
 - Increase in multimodal transportation
 - Promotion of safety and comfort for all users
 - Exploration of urban forest, transit-oriented development, and housing





Project Partners



- Project partners:
 - California Air Resources Board (CARB)
 - City of South El Monte
 - Active San Gabriel Valley
 - KOA
 - Othering and Belonging Institute

Project Background



- **2010:** Rush Street identified as corridor for improvement by South El Monte
- **2012- 2014:** Rush Street identified in San Gabriel Valley Regional Bicycle Master Plan as part of bike network
- **2017:** ActiveSGV hosted an Open Streets event on Rush Street
- South El Monte received Community Development Block Grant (CDBG) facade improvement grant for businesses on Rush Street

Project Schedule

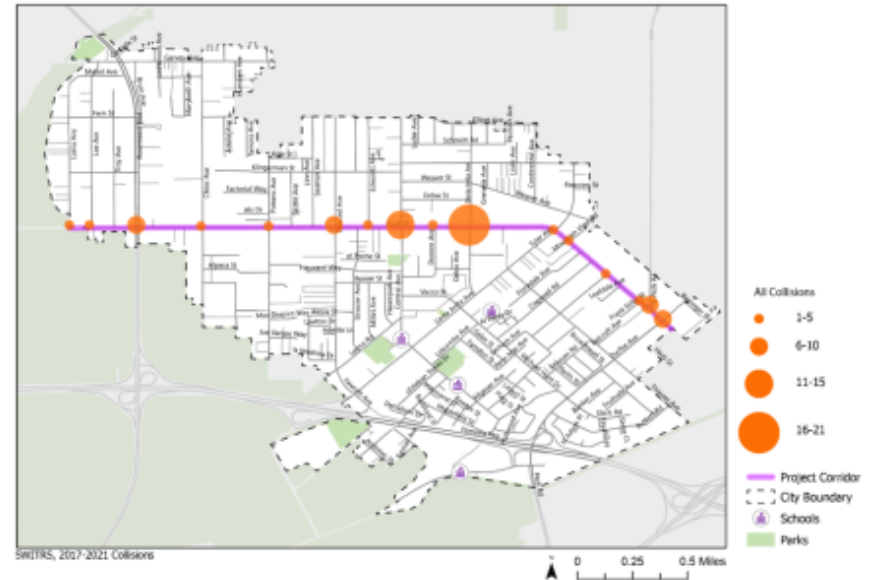


- Project Kick-Off Meeting— March 24, 2022
- Community Workshop #1— June 9, 2022
- Community Workshop #2— October 27, 2022
- Community Workshop #3— February 23, 2023
- Presentations to City Council— February and March 2023
- Project Close-Out— March 2023

Existing Conditions

- Between 2017 and 2021, total of 86 traffic collisions on Rush Street corridor

Figure 9. All Collisions on Rush Street Corridor Map (2017-2021)
(Motor Vehicle, Bicycle & Pedestrian)





Community Outreach Efforts to Date

- Website: RushStreetSEM.org
- 2 community workshops
- 3 rounds of door-to-door outreach along Rush Street
- 9 pop-ups at local community spots
- 23,907 texts sent out to South El Monte residents
- 4 mailers sent to homes and businesses within 0.5- 1.5 miles of Rush
- 6 stakeholder interviews
- 256 community surveys from first round
- 345 community surveys from second round





RUSH STREET SURVEY #2 RESULTS

Total Number of Surveys Collected

343

ETHNICITY / RACE

ANSWER CHOICES	RESPONSES
White or Caucasian	11.02%
Black or African American	0%
Hispanic or Latino	61.21%
Asian or Asian American	15.58%
Ameican Indian or Native American	.38%
Native Hawaiian	0%
Multi Ethnic	.7%
Decline to State	3.8%



GENDER



ANSWER CHOICES	RESPONSES
Female	61.87%
Male	36.33%
Non-binary / Third Gender	0.01%
Prefer not to share	0.11%



ARE YOU A RESIDENT OF THE CITY OF SOUTH EL MONTE?



Yes
58.1%



No
43%

SELECT ALL THAT APPLY



I WORK IN SOUTH EL MONTE

29.5%



I GO TO SCHOOL IN SOUTH EL MONTE

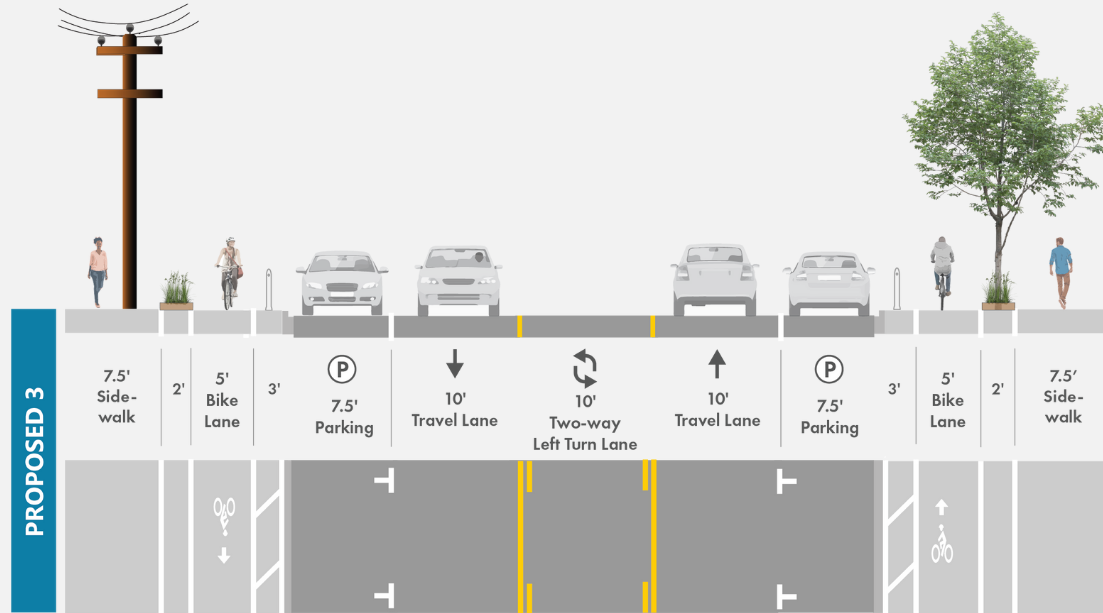
1.2%



**I VISIT SOUTH EL MONTE OFTEN
(IE: SHOPPING, VISITING FRIENDS
AND FAMILY, ETC.)**

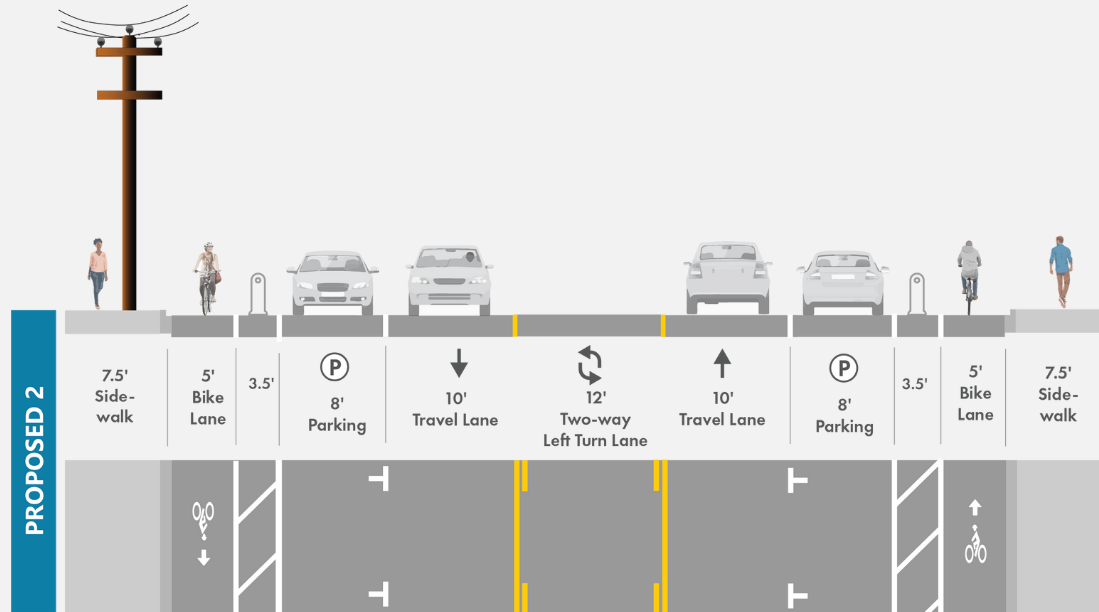
19.3%

OPTION 3 CAME IN FIRST PLACE WITH 58.5% VOTING FOR IT AS THEIR 1ST CHOICE



First
Choice
58.5%

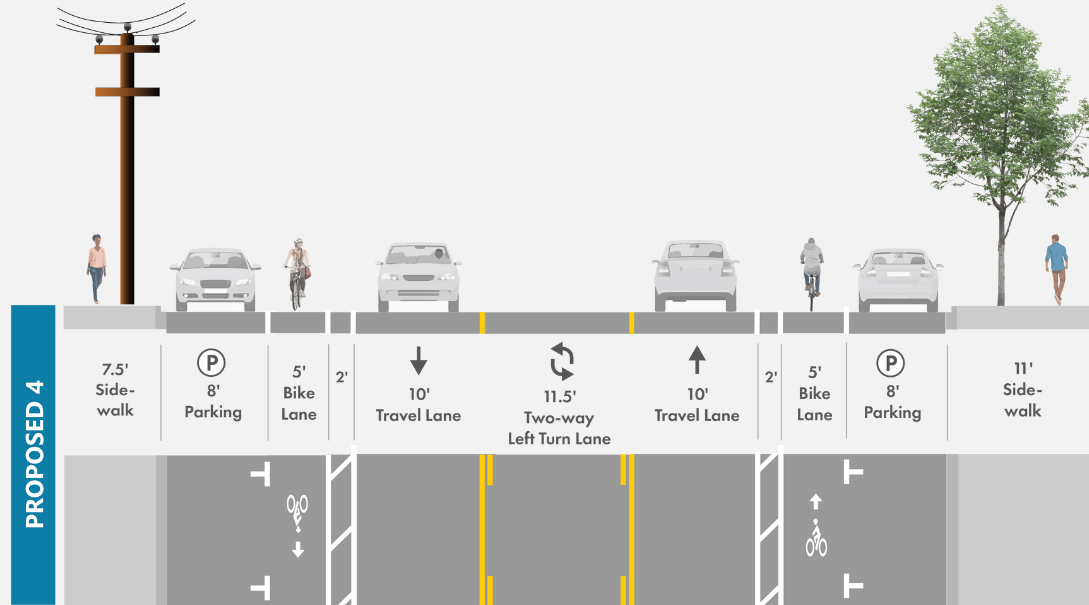
OPTION 2 CAME IN SECOND PLACE WITH 39.7% VOTING FOR IT AS THEIR 2ND CHOICE



Second
Choice

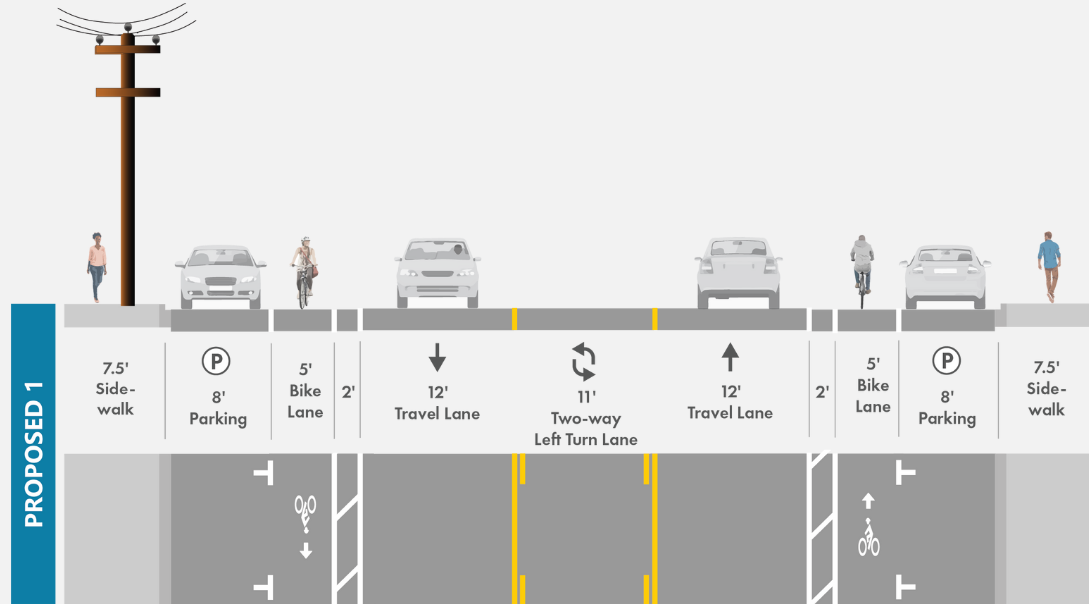
39.7%

OPTION 4 CAME IN THIRD PLACE WITH 36.8% VOTING FOR IT AS THEIR 3RD CHOICE



Third
Choice
36.8%

OPTION 1 CAME IN LAST PLACE WITH 54.4% VOTING FOR IT AS THEIR 4TH CHOICE



Fourth
Choice
54.4%

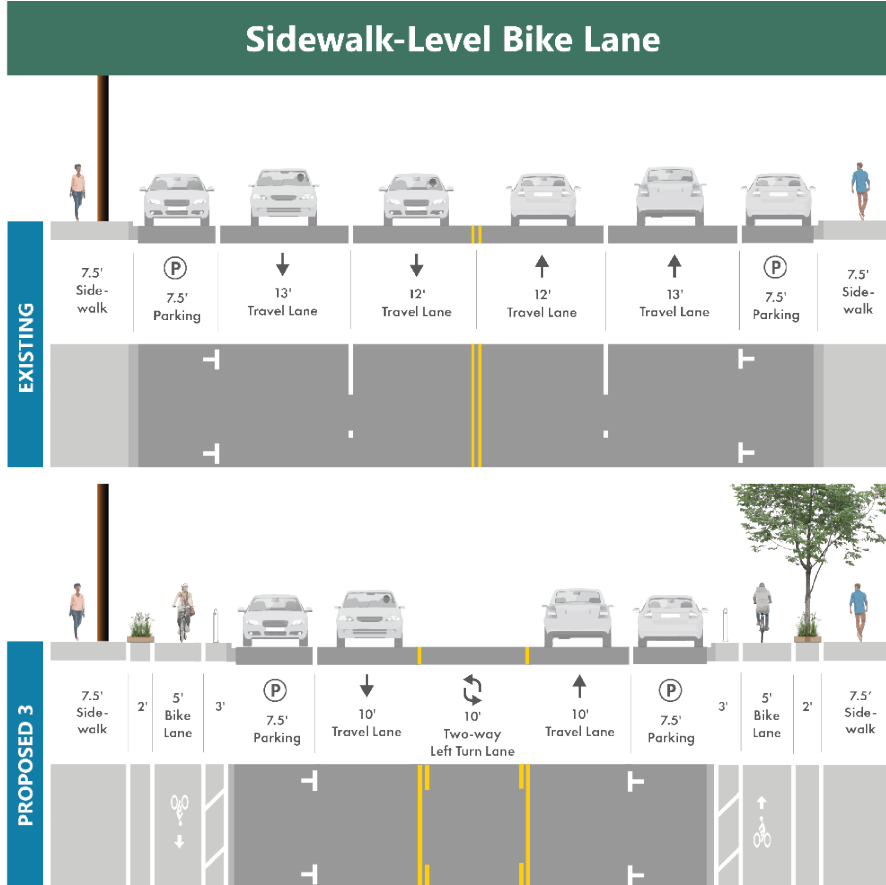
COMMON THEMES ABOUT THE ROUNDABOUT INSTALLATION AT MERCED & RUSH ST.

- Too confusing
- People may not know how to use it
- Trucks may have a difficult time maneuvering around it
- May cause more traffic accidents
- It will require a learning curve
- Not a good idea, keep the traffic street lights
- Maybe a smaller roundabout to slow down traffic
- It will back up traffic
- People are not used to roundabouts
- It would be great to slow traffic down, but it wouldn't be safe and efficient for large trucks
- It's a nice idea, but it won't work on Rush street
- It will cost too much money, invest somewhere else

DO YOU HAVE ANY OTHER SUGGESTIONS, THOUGHTS, OR CONCERNS ABOUT RUSH STREET?

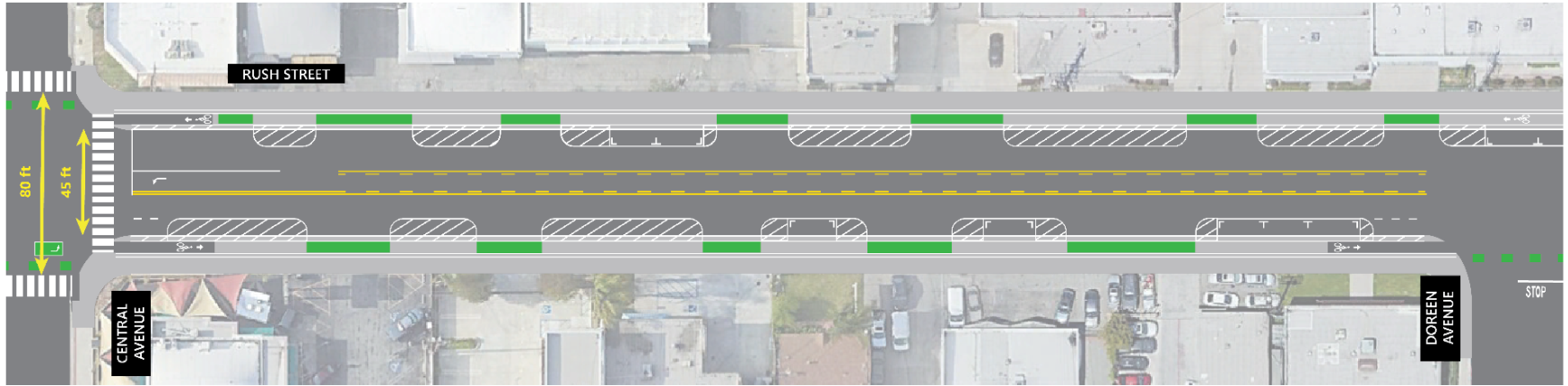
- The street is too dark and lonely. It needs more lighting
- Please plant native plants
- Increase security for pedestrians
- Add more trees
- It's a current hazard for pedestrians and cyclists
- Vehicles drive at high speeds
- Keep two traffic lanes going east and west
- Don't plant palm trees, plant trees that will provide shade
- Would like to see the electric structure be underground
- Add more electric charging stations for vehicles
- Add more turn signals to safely make left-hand turns
- With revitalizing the street, please consider the costs of living that may go up

Preferred Alternative



Category Ranking			
1. Bicycle Improvement <i>Mejora de la Bicicleta</i> 自行车改进 Cải tiến xe đạp			
2. Pedestrian Improvement <i>Mejora Peatonal</i> 行人改善 Cải thiện người đi bộ			
3. Shade / Trees / Vegetation <i>Sombra / Árboles / Vegetación</i> 阴凉处 / 树木 / 植物 Bóng râm / cây / thảm thực vật			
4. Street Parking <i>Estacionamiento en la calle</i> 路边停车 Bãi đậu xe đường phố			
5. Implementation Cost <i>Costo de Implementación</i> 实施成本 Chi phí thực hiện			
6. Time to Implement <i>Hora de Implementar</i> 实施时间 Thời gian để thực hiện			

Preferred Alternative



Preferred Alternative

Before



After





Next Steps

- Close-out project in March 2023
- Implementation of corridor is dependent on funding
- Pursue funding opportunities to implement Rush Street project, per City Council direction



Thank you!

Contact us if you have questions: Amy@ActiveSGV.org

RushStreetSEM.org



City Council Agenda Report

Agenda Item No. 4.b.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Presentation by Jason Perez, Recreation Coordinator, Community Services Department, City of South El Monte, on Laser Drone Fireworks

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Fourth of July Laser Show Presentation



Fourth of July Laser Show

CITY OF SOUTH EL MONTE

What is a Laser Show?

A coordination of projections, music, and fog to create an entertaining visual sensational production.



Laser Show Production

Cost: \$15,000 to \$20,000

Theme: Patriotic

Duration: 20 Minutes

Logistics

- ▶ Open area with minimal vehicle traffic
- ▶ Sound system
- ▶ Projector screen
- ▶ Laser projector
- ▶ Fog machine
- ▶ Sound engineer
- ▶ Production engineer
- ▶ Power access

City of La Puente Fourth of July Laser Show

- ▶ Cost: \$15,000
- ▶ Duration: 22 Minutes
- ▶ La Puente City Park





City Council Agenda Report

Agenda Item No. 4.c.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. January Crime Statistics

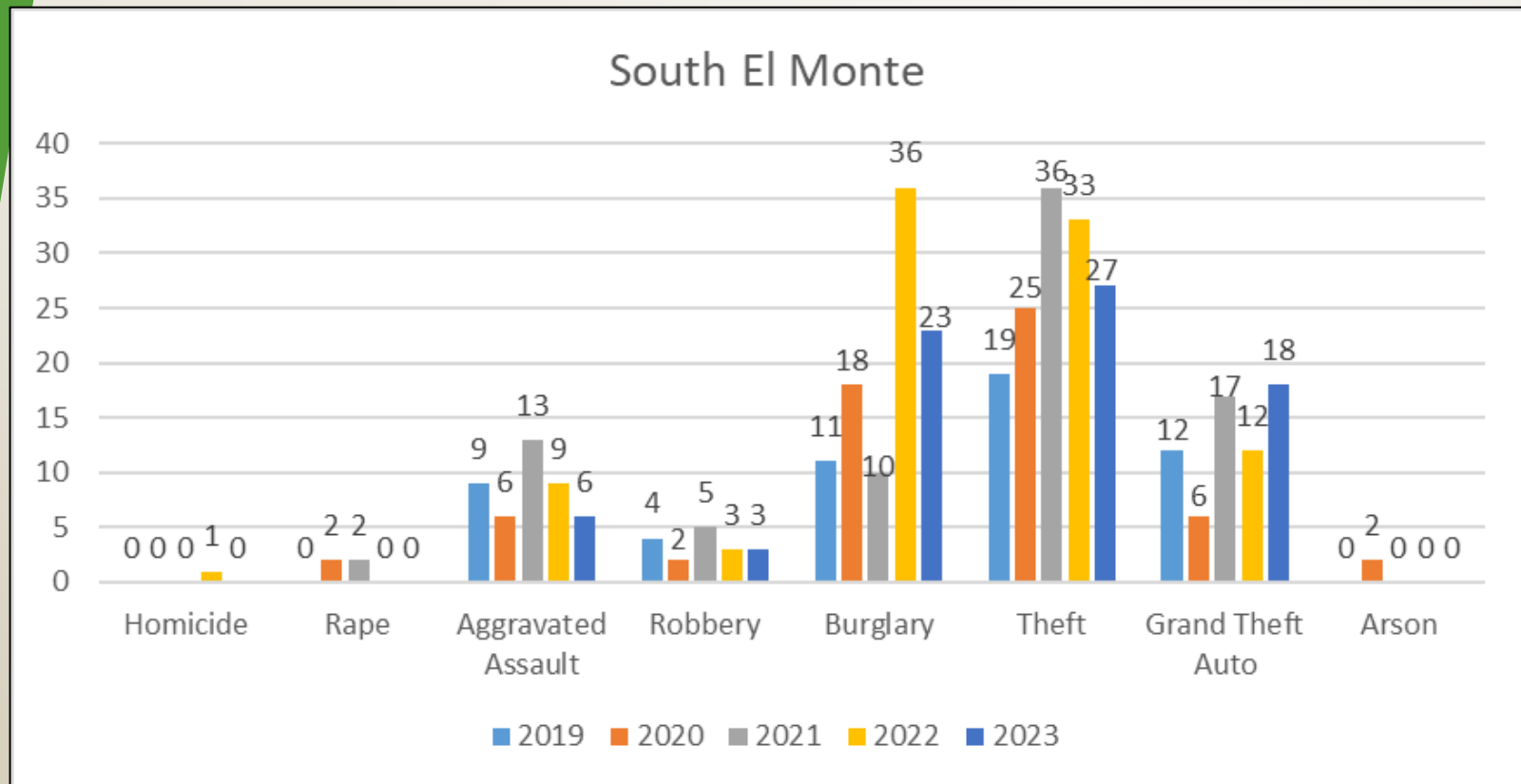
South El Monte January 2023

Crime Statistics



South El Monte

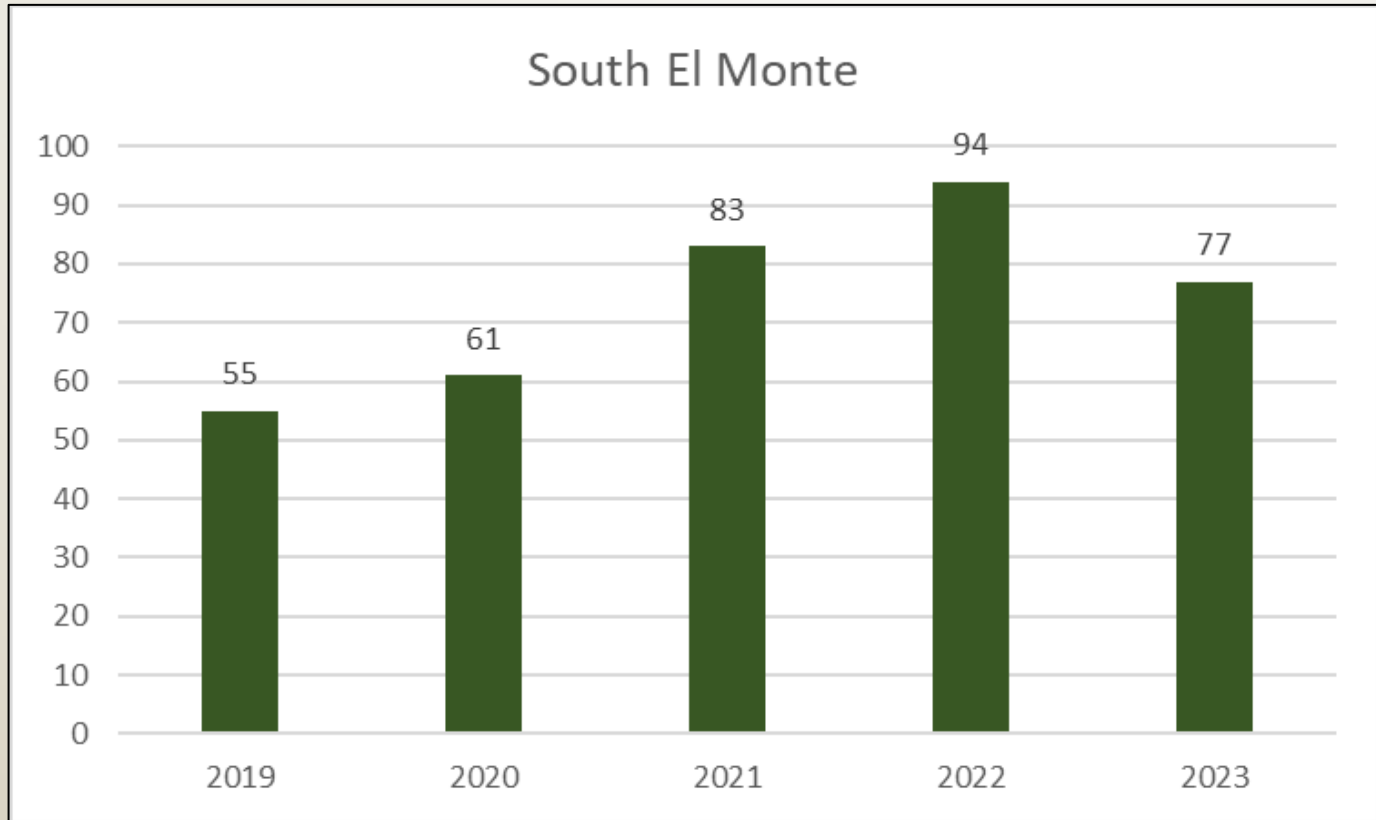
Part I Crime Statistics – January 2019-2023



South El Monte	1 yr % change	5 yr % change
Homicide	-100%	NC
Rape	NC	NC
Aggravated Assault	-33%	-33%
Robbery	0%	-25%
Burglary	-36%	109%
Theft	-18%	42%
Grand Theft Auto	50%	50%
Arson	NC	NC
Total	-18%	40%

South El Monte

Part I Crime Statistics – January 2019-2023



South El Monte

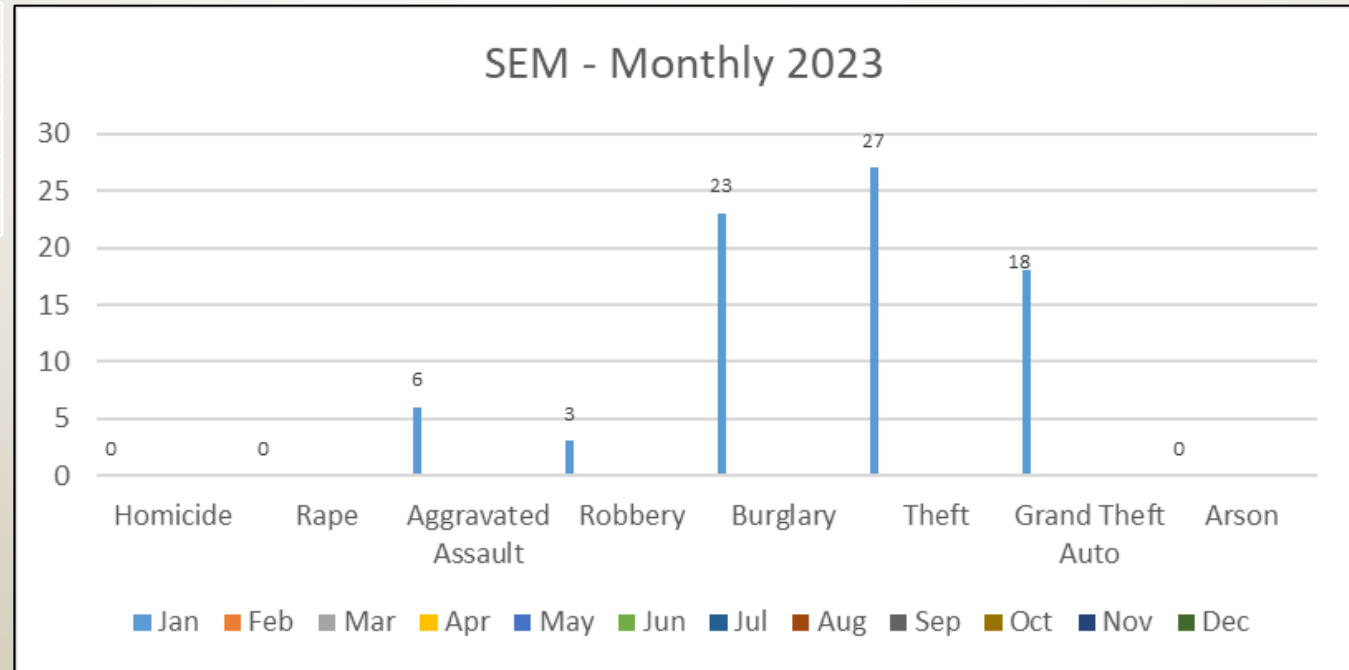
Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0												0
Rape	0												0
Aggravated Assault	6												6
Robbery	3												3
Burglary	23												23
Theft	27												27
Grand Theft Auto	18												18
Arson	0												0
Total	77	0	0	0	0	0	0	0	0	0	0	0	77

South El Monte	
Res Burg	1
Other Burg	22
Petty Theft	5
Grand Theft	12
Theft from Vehicle	10

YTD 01/31

SEM	2022	2023
Arrests	56	82





City Council Agenda Report

Agenda Item No. 4.d.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

City of South El Monte

Public Safety Report



January 2023 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

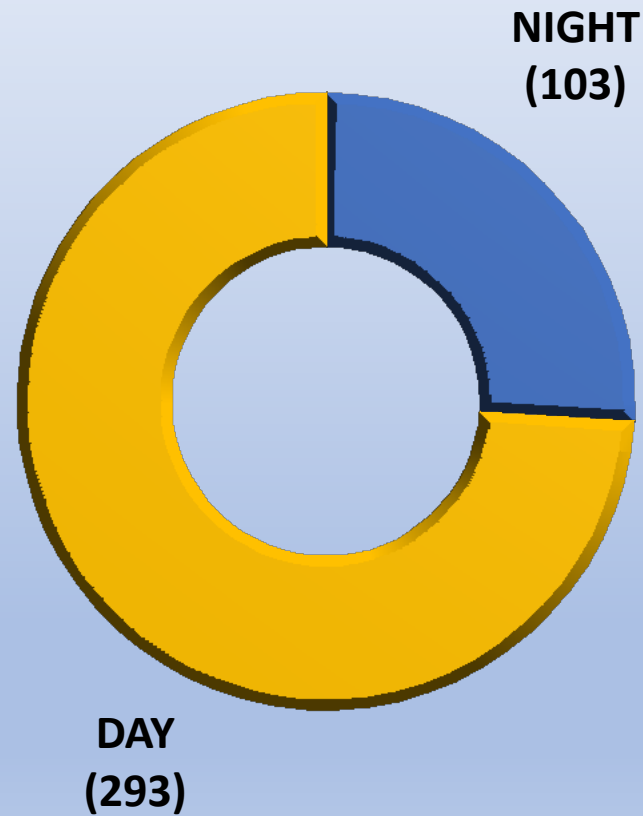
January - 61

Property Maintenance.....	5
Health and Safety / Public Nuisance..	2
Streets/PublicPlaces.....	9
Vehicle/Traffic.....	1
Business.....	16
Zoning.....	1
Building Code	7
Homeless	7
Graffiti	7
Bulk	3



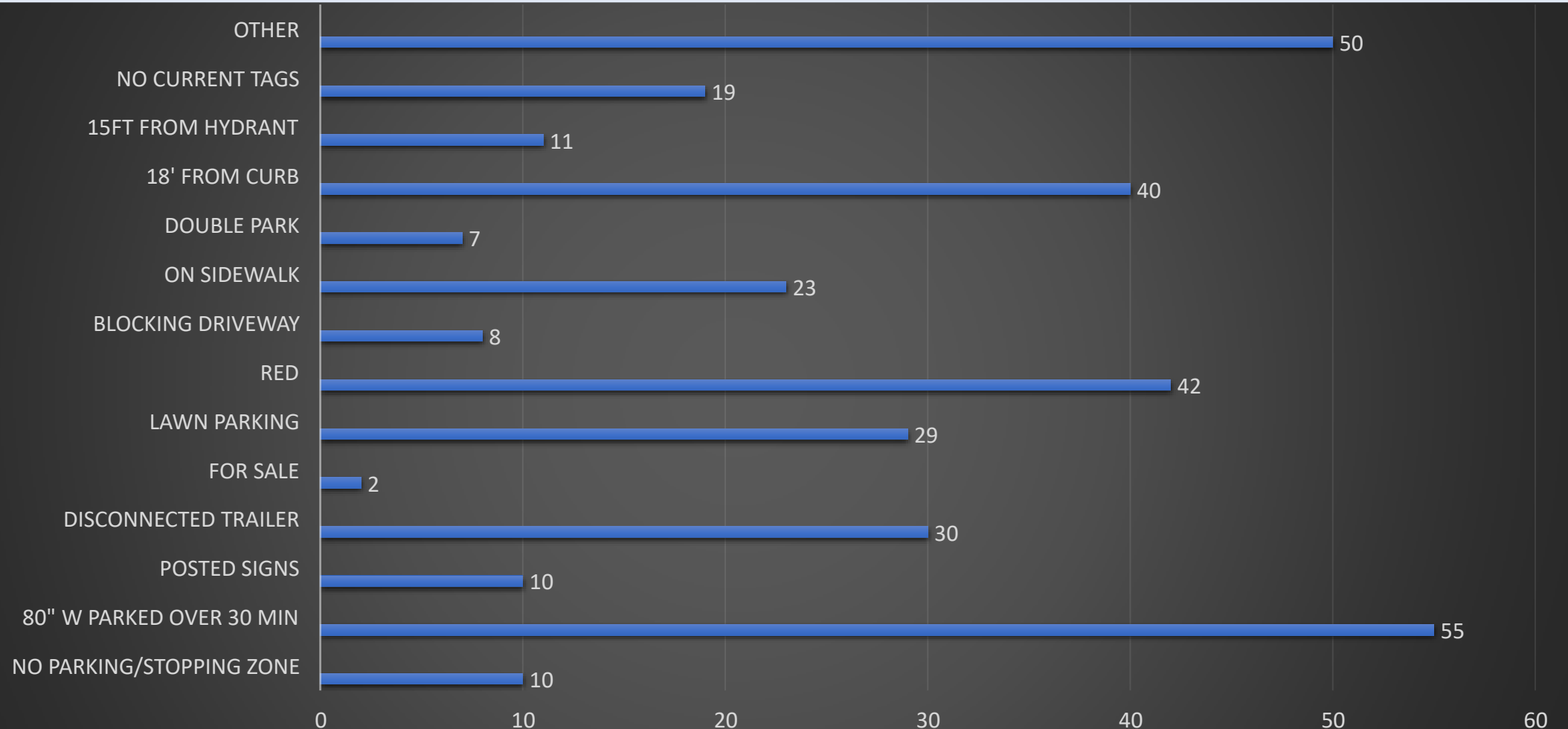
Parking Citations – Street Sweeping

JANUARY – 396



Parking Citations

January - 336





City Council Agenda Report

Agenda Item No. 7.a.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 15, 2023

SUMMARY: Staff is requesting approval of Minutes for the February 15, 2023 Special City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 15, 2023 Special City Council meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING MINUTES
WEDNESDAY, FEBRUARY 15, 2023 - 6:00 PM**

1. ROLL CALL

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

PRESENT: Councilmember(s): Acosta (entered Via Zoom at 6:05 p.m.) Bojorquez (via zoom), Delgado (via zoom), Mayor Pro Tem Angel (via zoom), and Mayor Olmos

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Masami Higa, Interim Finance Director, and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Councilmember Hector Delgado led the Pledge of Allegiance

3. INVOCATION – Brianna Badar, Public Works Administrative Clerk, offered the invocation.

4. PRESENTATIONS

Mayor Olmos introduced surprise guest Congresswoman Grace Napolitano, representing 31st District of California. Congresswoman Grace Napolitano introduced herself and stated she looks forward to learning about the City's accomplishments and working with the city.

4.a. Roger Martinez, Vazquez & Company LLP, presented a PowerPoint on the Audit of the City's Financial Statement for Fiscal Year End June 30, 2022

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

City Attorney Anthony R. Taylor announced there was a typo in the "Discussion" section of agenda item 7.d. staff report, date should read February 1, 2021 and not February 1, 2012.

A motion was made by Councilmember Bojorquez, seconded by Mayor Pro Tem Angel to approve the agenda with noted correction. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

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

NAYS: Councilmember(s): None

7.a. Approved the Minutes of the Regular City Council Meeting of January 24, 2023.

7.b. Adopted Resolution No. 23-15, authorizing payment of City expenditures for the period of January 25, 2023, through February 15, 2023, totaling \$1,413,181.48.

7.c. Adopted Resolution No. 23-16, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g., Zoom) for the period from February 15, 2023, through March 16, 2023.

7.d. Received and filed the recognized obligation payment schedules for the annual periods of July 1, 2022, through June 30, 2023, and July 1, 2023, through June 30, 2024.

8. PUBLIC HEARINGS

8.a. Continued from the February 14, 2023 Regular City Council Meeting - CONSIDERATION AND APPROVAL OF URGENCY ORDINANCE NO. 1264-U, AMENDING ORDINANCE NO. 1263-U, EXTENDING THE CAR WASH USE AND EXPANSION MORATORIUM

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor read the title of the ordinance.

Mayor Olmos opened up the public hearing.

Mayor Olmos opened public comment, there being no public comment, closed the hearing.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Delgado to adopt Urgency Ordinance No. 1264-U amending Urgency Ordinance No. 1263-U, extending the 45-day moratorium by ten (10) months and fifteen (15) days prohibiting the establishment or expansion of car washes within City limits during the pendency of the City's review and adoption of permanent zoning regulations for such uses. Motion passed 5-0, by the following vote:

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

9. GENERAL BUSINESS

9.a. PRESENTATION AND DISCUSSION ON A HOMELESS ACTION PLAN

Mayor Olmos introduced the item.

City Attorney Anthony R. Taylor presented a PowerPoint on Solutions to Homelessness which included pursuing additional State and County funding, partnerships with LA County and surrounding cities, declaring a "State of Emergency", and creating a "Homelessness Task Force."

Discussion ensued with City Council on the options presented. Councilmember Bojorquez suggested working with Greater El Monte hospital to address homeless individuals who stay in the city when they are released from the hospital.

Mayor Olmos spoke in favor of setting up a task force and bringing back a staff report with additional information on the other options.

Councilmember Delgado voiced concern that an ordinance wasn't included requiring vacant properties to be fenced up, suggested the City have the Chamber of Commerce work with businesses to address the homeless issue, suggested working with the County to obtain property to build a women's shelter, and recommended this item be brought back with additional information.

Staff was directed to provide information to businesses on deterring homeless individuals by posting signs, having additional lighting, etc.

A motion was made by Councilmember Delgado, seconded by Councilmember Bojorquez to receive and file the report. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-17, APPROVING FIRST AMENDMENT TO AGREEMENT WITH VASQUEZ & COMPANY LLP FOR AUDITING SERVICES

Mayor Olmos announced the item.

Discussion ensued with City Council, Interim Finance Director Masami Higa, and Roger Martinez, Vazquez & Company LLP, regarding the terms of the agreement and whether it should be approved for a partial term of 2 or 3 years, or if it should be on a yearly basis due to the \$10,000 annual increase.

City Attorney Anthony R. Taylor suggested the item be continued to the February 28, 2023, City Council meeting.

A motion was made by Mayor Olmos, seconded by Mayor Pro Tem Angel to table the item to the February 28, 2023, City Council meeting. Motion passed 4-0, by the following vote:

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

NAYS: Councilmember(s): None

Councilmember Acosta was not present for the vote.

9.c. CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFPs) FOR NEWSLETTER PUBLICATION SERVICES

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

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Bojorquez to authorize the solicitation of proposals for Newsletter Publishing Services for the City and direct staff to issue an RFP. Motion passed 4-0, by the following vote:

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

NAYS: Councilmember(s): None

Councilmember Acosta was not present for the vote.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-18, APPROVING AGREEMENT WITH EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE (CHAMBER) FOR ECONOMIC AND BUSINESS DEVELOPMENT

Mayor Olmos announced the item.

Discussion ensued by City Council regarding approval of the contract. Mayor Pro Tem Angel suggested raising the compensation to \$3,000 per quarter instead of \$5,000 and requested the Chamber provide a report of their accomplishments. Councilmember Bojorquez also requested a report of their accomplishments and requested additional information on the fiscal impact of the agreement.

City Attorney Anthony R. Taylor suggested tabling the item and amending the contract to include additional services for the Chamber of Commerce to work with the business community to address deterring homeless individuals.

Councilmember Delgado, Councilmember Acosta, and Mayor Olmos spoke in favor of the work the Chamber of Commerce does for the City and approving the item.

City Attorney Anthony R. Taylor was directed to amend the contract to include additional services for the Chamber of Commerce to work with the business community to address deterring homeless individuals.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to table the item to the February 28, 2023, City Council meeting. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced his attendance at the Water Education for Latino Leaders Workshop.

Councilmember Bojorquez, nothing to report.

Councilmember Delgado announced his attendance at the Greater Los Angeles County Vector Control District Meeting.

Mayor Pro Tem Angel, nothing to report.

Mayor Olmos announced her attendance at the City's Senior Center Valentine's Day Luncheon and announced SEACA still has pet adoption opportunities.

11. CORRESPONDENCE – None.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Consideration of displaying a Laser Drone Firework spectacular as a firework show for the Fourth of July Extravaganza. Aerial entertainment can be seen throughout the entire city, and is environmentally eco-friendly.

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

Mayor Olmos spoke about laser drone fireworks noting they are not real fireworks but look realistic, however, the drone fireworks are very expensive and would be out of the city's budget.

Mayor Olmos requested to table the item to the next City Council meeting to allow staff to look at additional options and bring back more information. Council concurred.

12.b. MAYOR PRO TEM RICHARD ANGEL

1. In response to the devastating 7.8 earthquake in Turkey, discuss and consider hosting a community stakeholders meeting to include Valle Lindo School District, LA County Fire, LA County Sheriffs, South El Monte High School, and Epiphany School.

12.b.1. was discussed before 12.a.1.

Mayor Pro Tem Angel requested a meeting be held with stakeholders and school districts to prepare a plan in case an earthquake or emergency occurs.

Mayor Olmos stated she would like to bring back the CERT program for employees and the community and she is also working with Gus Frias who works for the FBI to conduct a training on emergency situations.

Staff was directed to include Montevista School and Miramonte School as stakeholders for the emergency preparedness meeting, and to begin scheduling and organizing the CERT program.

13. CLOSED SESSION

At 8:05 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

13.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2) – (one case)

13.b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(4) – (four cases)

At 9:02 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

City Attorney Anthony R. Taylor announced City Council discussed items 13.a. and 13.b. No action taken, nothing to report.

14. ADJOURNMENT

At 9:02 p.m. Mayor Olmos adjourned the meeting in memory of John Arveso, long time South El Monte resident, Guillermo Manuel Arreola, father of South El Monte Employee Guillermo Arreola, and Liz De La Rosa, South El Monte resident, to a Regular Meeting on Tuesday, February 28, 2023, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-17, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 16, 2023 THROUGH FEBRUARY 28, 2023

SUMMARY: Authorizing payment of City expenditures for the period of February 16, 2023 through February 28, 2023, totaling \$462,314.51.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-17, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-17
- B. Warrant Register

ATTACHMENT A

RESOLUTION NO. 23-17

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF FEBRUARY 16, 2023, THROUGH FEBRUARY 28,
2023, TOTALING \$462,314.51.

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

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

Interim Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 22/23	Electronic Warrants	2/16/23-02/28/23	DFT0000473-494	\$106,492.79
FY 22/23	Regular Warrants	2/16/23-02/28/23	11630-744	\$236,658.17
Payroll	Check	PPE 2/18/23	1324-1332	\$7,898.80
Payroll	Direct Deposit	PPE 2/18/23	3350-3433	\$111,264.75

TOTAL EXPENDITURES RESOLUTION NO. 23-17 \$462,314.51

PASSED, APPROVED, AND ADOPTED this 28th day of February 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-17, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of February 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 02/28/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1040.5922	BROTHERS AWARDS & TROPHIES	11745	02/14/2023	PRESENTATION PLAQUES	77.00
01.0100.1040.5922	BROTHERS AWARDS & TROPHIES	11745	02/14/2023	PRESENTATION PLAQUES	55.00
01.0100.1040.5406	EL MONTE PRINTING	11746	02/14/2023	BUSINESS CARDS/ R. BOJORQUEZ	49.61
01.0100.1020.5406	EL MONTE PRINTING	11746	02/14/2023	BUSINESS CARDS/ R. SALAS	49.61
01.0100.1040.5922	LAB1419	11747	02/14/2023	SWEATERS- COUNCIL/C.M/ STAFF	581.57
01.0100.1040.5922	PRINT XPRESSIONS	11748	02/14/2023	PROMOTIONAL RED BAGS/ WOMENS COMMISSION EVENT	794.70
01.0100.1010.5406	SKY 4 CHECK, INC.	11749	02/14/2023	BUSINESS CARDS- G. OLMOS	66.15
01.0100.1040.5922	TOYO MIYATAKE STUDIO	11750	02/14/2023	16X20 POTRAITS/ CITY COUNCIL	3,169.08
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11751	02/14/2023	FEB'23 ADMIN	1,160.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11751	02/14/2023	FEB'23 MISC	528.00
68.0900.9000.5974	COUNCIL FOR WATERSHED HEALTH	11752	02/14/2023	10/1-12/31/22 PJT MGM- MERCED GREENWAY (CNRA) #407	9,325.95
70.0900.9020.6025	COUNCIL FOR WATERSHED HEALTH	11752	02/14/2023	10% RETENTION	(932.60)
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11753	02/14/2023	PPE: 2/4/23	4,840.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1402 IRR LERMA	1,221.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1819 CENTRAL	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1450 LIDCOMBE	1,121.02
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1500 CENTRAL	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1341 ISLANDS/ SANTA ANITAA	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1450 LIDCOMBE	249.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	2/1-3/1 1900 N CENTRAL	108.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1530 IRRG CENTRAL	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	2/1-3/1 1415 N SANTA ANITA	72.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1415 IRRG SANTA ANITA	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11754	02/14/2023	12/21/22-1/20/23 1556 IRRG CENTRAL	218.90
01.0170.1730.5705	SO CAL GAS	11755	02/14/2023	1/3-1/31 1415 SANTA ANITA AVE	2,929.67
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	11756	02/14/2023	R. RODRIGUEZ FTB GARNISHMENT 02/04/23	422.04
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	11757	02/14/2023	A. REYES FTB GARNISHMENT 02/04/23	8.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 THIENES/ PARKWAY	31.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/6-2/4/23 1903 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/6-2/4/23 2018 DURFEE	232.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1502 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1109 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/6-2/4/23 11016 GOMEZ PALACIO	27.36
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1502 IRRIG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1628 IRRIG DURFEE	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/6-2/4/23 1926 IRR DURFEE	223.32
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1660 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1710 IRRIG DURFEE	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/7-2/6/23 1675 IRRIG DURFEE	136.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 1508 IRRG PECK	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11758	02/21/2023	1/5-2/3/23 FARDON-PECK	68.40
02.0170.1760.5572	ACRYLATEX COATINGS & RECYCLING	11759	02/22/2023	OVER PASS/ PAINT TO COVER GRAFFITI	2,062.56
01.0151.1543.5952	ACTION DESIGNZ	11760	02/22/2023	PARTICIPANT TSHIRTS/ BIKE RIDE	1,177.13

01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11761	02/22/2023	FEB'23 MANAGED SVCS	11,752.10
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11761	02/22/2023	FEB'23 OFFICE 365	5,270.61
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11761	02/22/2023	FEB'23 CLOUD SVCS	750.00
45.0900.9000.5977	AM CONSTRUCTION SUPPLY, INC.	11762	02/22/2023	ST/RD MTC REPAIRS- CONCR/ ASPH BLADE	330.74
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	BINDER FOLERS	15.64
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES	28.99
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES	132.48
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	OFFICE SUPPLIES & EQUIPMENT	196.80
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	NEEDLE PROOF GLOVES	157.63
01.0150.1515.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	PATRIOTIC COMMISSION SUPPLIES	400.96
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	OFFICE SUPPLIES	91.35
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES	32.59
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	CELLOPHANE/ SPECIAL EVENTS	74.88
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	PHONE COVER/ PLANNING MANAGER	23.80
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES	70.93
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES	33.06
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	PROJECTOR/ SPECIAL EVENTS	787.68
01.0150.1515.5406	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	PATRIOTIC SUPPLIES	118.89
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11763	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES	32.61
01.0100.1050.5934	ANTHONY ALVARADO	11764	02/22/2023	FINGERPRINT REIMBURSEMENT	25.00
01.0150.1540.5431	AQUA PURE DRINKING WATER	11765	02/22/2023	JAN'23 DRINKING WATER MC/NT	20.95
01.0170.1720.5720	AQUA PURE DRINKING WATER	11765	02/22/2023	FEB'22 WATER SVCS/ YARD	60.47
01.0151.1543.5952	ARIANA GUTIERREZ	11766	02/22/2023	BALLOON GARLAND/ LUNAR NEW YEAR LUNCHEON	220.00
01.0150.1505.5406	ARIANA GUTIERREZ	11766	02/22/2023	BALLOON GARLAND SELF LOVE EVENT #623	300.00
01.0130.1330.5215	AT&T	11767	02/22/2023	9/28-10/27/22 BAN 1034753	26.68
01.0130.1330.5215	AT&T	11767	02/22/2023	10/2-11/1/22 BAN 1034750	27.17
01.0130.1330.5215	AT&T	11767	02/22/2023	10/6-11/5/22 BAN 1034754	26.53
01.0130.1330.5215	AT&T	11767	02/22/2023	10/7-11/6/22 BAN 1034746	26.04
01.0130.1330.5215	AT&T	11767	02/22/2023	10/7-11/6/22 BAN 1034747	26.59
01.0130.1330.5215	AT&T	11767	02/22/2023	10/7-11/16/22 BAN 1034748	26.04
01.0130.1330.5215	AT&T	11767	02/22/2023	10/7-11/6/22 BAN 1034751	29.24
01.0130.1330.5215	AT&T	11767	02/22/2023	10/10-11/9/22 BAN 1051741	436.25
01.0130.1330.5215	AT&T	11767	02/22/2023	10/12-11/11/22 BAN 1067917	25.91
01.0130.1330.5215	AT&T	11767	02/22/2023	10/15-11/14/22 BAN 1034755	26.37
01.0130.1330.5215	AT&T	11767	02/22/2023	10/15-11/14/22 BAN 1034756	52.19
01.0130.1330.5215	AT&T	11767	02/22/2023	10/22-11/21/22 BAN 1034752	26.87
01.0130.1330.5215	AT&T	11767	02/22/2023	10/28-11/27/22 BAN 1034753	26.26
01.0130.1330.5215	AT&T	11767	02/22/2023	11/2-12/1/22 BAN 1034750	26.79
01.0130.1330.5215	AT&T	11767	02/22/2023	11/6-12/5/22 BAN 1034754	26.19
01.0130.1330.5215	AT&T	11767	02/22/2023	11/7-12/6/22 BAN 1034746	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	11/7-12/6/22 BAN 1034747	27.20
01.0130.1330.5215	AT&T	11767	02/22/2023	1187-12/6/22 BAN 1034748	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	11/7-12/6/22 BAN 1034751	29.85
01.0130.1330.5215	AT&T	11767	02/22/2023	11/10-12/9/22 BAN 1051741	436.25
01.0130.1330.5215	AT&T	11767	02/22/2023	11/12-12/11/22 BAN 1067917	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	11/15-12/14/22 1034755	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	11/15-12/14/22 BAN 1034756	52.75
01.0130.1330.5215	AT&T	11767	02/22/2023	11/22-12/21/22 BAN 1034752	27.20
01.0130.1330.5215	AT&T	11767	02/22/2023	11/28-12/27/22 BAN 1034753	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	12/2/22-1/1/23 BAN 1034750	27.20
01.0130.1330.5215	AT&T	11767	02/22/2023	12/6/22-1/5/23 BAN 1034754	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	12/7/22-1/6/23 BAN 1034746	26.65

01.0130.1330.5215	AT&T	11767	02/22/2023	12/7/22-1/6/23 BAN 1034747	27.20
01.0130.1330.5215	AT&T	11767	02/22/2023	12/7/22-1/6/23 BAN 1034748	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	12/7/22-1/6/23 BAN 1034751	29.85
01.0130.1330.5215	AT&T	11767	02/22/2023	12/10/22-1/9/23 BAN 1051741	436.25
01.0130.1330.5215	AT&T	11767	02/22/2023	12/12/22-1/1/23 BAN 1067917	26.65
01.0130.1330.5215	AT&T	11767	02/22/2023	12/15/22-1/14/23 1034755	27.12
01.0130.1330.5215	AT&T	11767	02/22/2023	12/15/22-1/14/23 BAN 1034756	53.69
01.0130.1330.5215	AT&T	11767	02/22/2023	12/22/22-1/21/23 BAN 1034752	27.76
01.0130.1330.5215	AT&T	11767	02/22/2023	12/28/22-1/27/23 BAN 1034753	27.30
01.0130.1330.5215	AT&T	11767	02/22/2023	1/2-2/1/23 BAN 1034750	27.89
01.0130.1330.5215	AT&T	11767	02/22/2023	1/6-2/5/23 BAN 1034754	27.41
01.0130.1330.5215	AT&T	11767	02/22/2023	1/7-2/6/23 BAN 1034746	27.42
01.0130.1330.5215	AT&T	11767	02/22/2023	1/7-2/6/23 BAN 1034747	27.97
01.0130.1330.5215	AT&T	11767	02/22/2023	1/7-2/6/23 BAN 1034748	27.42
01.0130.1330.5215	AT&T	11767	02/22/2023	1/7-2/6/23 BAN 1034751	30.63
01.0130.1330.5215	AT&T	11767	02/22/2023	1/10-2/9/23 BAN 1051741	436.25
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#23 RADIATOR CAP & FRONT HEADLIGHT	22.15
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#15 OIL & AIR FILTERS	392.72
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#15 ALTERNATOR & BELT RETURN CREDIT	(84.52)
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#15 IDER PULLY RETURN CREDIT	(19.55)
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#007 ENGINE & OIL FILTERS	429.69
44.0800.8010.5525	AUTOZONE	11769	02/22/2023	GARAGE SUPPLIES	60.34
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#007 POWER STEERING PUMP RETURN CREDIT	(27.56)
44.0800.8010.5525	AUTOZONE	11769	02/22/2023	#16 ENGINE OIL & FILTER	59.68
44.0800.8010.5525	AUTOZONE	11769	02/22/2023	#16 REAR BRAKE PADS	38.58
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#007 POWER STEERING PUMP FLUID	22.03
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#31 OIL & FILTER SERVICE	59.68
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#3 ENGINE OIL & FILTER	622.31
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#3 BATTERY RETURN CREDIT	(22.00)
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#9 ENGINE OIL & AIR FILTER	55.01
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#9 SWAY BAR TANKS & BRAKE LIGHT	194.71
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#11 IGNITION COIL REPLACEMENTS	141.96
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	#007 IGNITION COIL & #3 SPARK PLUGS	66.36
01.0170.1770.5525	AUTOZONE	11769	02/22/2023	GARAGE BATTERY/ GATE REMOTES	37.76
01.0170.1020.5515	BASE HILL, INC.	11770	02/22/2023	JAN'23 JANITORIAL SVCS	7,339.00
01.0100.1050.5940	BAUDVILLE, INC	11771	02/22/2023	YEARS OF SERVICE PLAQUES 2022	93.50
01.0151.1541.5215	BENJAMIN G. VAROS	11772	02/22/2023	1/28 BBALL OFFICIAL SVCS	90.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	11773	02/22/2023	DEC'22-JAN'23 BLDG & BUSINESS LIC INSPECTIONS	10,185.00
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11774	02/22/2023	1/1-2/1 WIRELESS BRIDGE	680.00
01.0151.1541.5215	CARLOS MAGANA	11775	02/22/2023	1/28 BBALL OFFICIAL SVCS	90.00
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	11776	02/22/2023	DEC'22 CNG FUEL	24.37
01.0160.1640.5520	COMMERCIAL AQUATIC SERVICES, INC	11777	02/22/2023	1/18 CHEMICAL DELIVERY	164.57
01.0160.1650.5520	CORONA CLAY COMPANY	11778	02/22/2023	ANGEL MIX DIRT/ BASEBALL FIELDS	1,726.88
01.0160.1650.5520	CORONA CLAY COMPANY	11778	02/22/2023	MIX DIRT/ BASEBALL FIELDS- NTP	1,651.26
01.0160.1650.5520	DAKOTA BACKFLOW CO.	11779	02/22/2023	BACKFLOW REPAIR/ SCTR	675.00
01.0170.1750.5520	DAKOTA BACKFLOW CO.	11779	02/22/2023	BACKFLOW CERTIFICATION - CITY WIDE	605.00
01.0150.1510.5204	DAVID MAI	11780	02/22/2023	FEB'23 COM SVC COMMISSION MTG	100.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	11781	02/22/2023	OCT'22 FINGERPRINT APPS	416.00
01.0151.1541.5215	DUANE TAKAYAMA	11782	02/22/2023	1/28 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	DUANE TAKAYAMA	11782	02/22/2023	1/31 BBALL OFFICIAL SVCS	90.00
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	11783	02/22/2023	JAN'23 PEST CONTROL/ YARD	144.14
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	11783	02/22/2023	JAN'23 PEST CONTROL/ CCTR	69.18

01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	11783	02/22/2023	JAN'23 PEST CONTROL/ CHALL	194.39
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	11783	02/22/2023	JAN'23 PEST CONTROL/ SCTR	312.30
01.0140.1440.5406	EL MONTE PRINTING	11784	02/22/2023	BUSINESS CARDS- BUILDING OFFICIAL	49.61
01.0170.1750.5520	EWING IRRIGATION	11785	02/22/2023	IRRIGATION SUPPLIES	144.58
01.0170.1750.5962	EWING IRRIGATION	11785	02/22/2023	BURLAPS/ LANDSCAPE	185.93
01.0170.1750.5520	EWING IRRIGATION	11785	02/22/2023	IRRIGATION SUPP/ DURFEE BIKELANES	16.57
01.0170.1750.5520	EWING IRRIGATION	11785	02/22/2023	LEATHER SCABBAED- NEW HIRE	56.03
01.0170.1750.5520	EWING IRRIGATION	11785	02/22/2023	RAKE, TREE STAKES & TREE TIE	378.89
01.0170.1750.5520	EWING IRRIGATION	11785	02/22/2023	ROUND UP- PROMAX	1,267.81
01.0170.1750.5520	EWING IRRIGATION	11785	02/22/2023	IRRIGATION SUPPLIES/ ROSEMEAD	296.47
01.0160.1650.5520	EWING IRRIGATION	11785	02/22/2023	MARKETING PAINT/ NTP BB FIELDS	75.53
01.0160.1650.5520	EWING IRRIGATION	11785	02/22/2023	SURFACE PRO/ NTP	267.48
01.0160.1650.5520	EWING IRRIGATION	11785	02/22/2023	SURFACE PRO/ NTP	1,333.55
01.0160.1650.5520	EWING IRRIGATION	11785	02/22/2023	MOUNT CLAY-TURFACE PRO/ NTO	975.05
01.0160.1650.5520	EWING IRRIGATION	11785	02/22/2023	TURFACE PRO/ NTP	1,274.87
01.0170.1750.5962	EWING IRRIGATION	11785	02/22/2023	LEATHER SCABBARD	11.97
01.0160.1670.5520	EWING IRRIGATION	11785	02/22/2023	EAGLE RYE/ MVD	254.92
01.0160.1660.5520	EWING IRRIGATION	11785	02/22/2023	PVCSTEEL COUPLING/ SHIVELY	192.16
01.0170.1710.5520	EWING IRRIGATION	11785	02/22/2023	SOIL, SEED, HOSE NOZEL & STRAPS/ CHALL	140.63
01.0160.1670.5520	EWING IRRIGATION	11785	02/22/2023	IRRIGATION REPAIRS/ MVD	379.80
01.0160.1650.5520	EWING IRRIGATION	11785	02/22/2023	SPRINKLER REPAIR/ NTP	833.63
01.0160.1670.5520	EWING IRRIGATION	11785	02/22/2023	T-BALL FIELD MATERIALS	148.22
01.0170.1770.5525	FORD OF MONTEBELLO	11786	02/22/2023	#007 INTAKE GASKETS & #11 OIL FILTER GASKET COVER	176.36
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	11787	02/22/2023	ECHO BLOWER & EQUIPMENT SUPPLIES	99.49
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	11787	02/22/2023	EQUIPMENT SUPPLIES REPLACEMENTS	302.14
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	11787	02/22/2023	EXT POLE FIBER SAW & EQUIPMENT SUPP	264.60
01.0160.1650.5520	GARVEY EQUIPMENT COMPANY	11787	02/22/2023	SMALL DIRT TILLER/ NTP	484.00
01.0170.1750.5962	GARVEY EQUIPMENT COMPANY	11787	02/22/2023	PULL STRAND BULK ROPE	20.88
01.0150.1510.5204	GERARDO DIAZ	11788	02/22/2023	FEB'23 COM SVC COMMISSION MTG	100.00
01.0120.1210.5933	GLADWELL GOVERNMENTAL SERVICES, INC	11789	02/22/2023	22-23 RECORD RETENTION SCHEDULE UPDATE	300.00
01.0100.1010.5912	GLORIA OLMOS	11790	02/22/2023	MEAL REIMB- G. OLMOS	52.61
01.0170.1770.5525	GM BROTHERS	11791	02/22/2023	#25 FOUR NEW TIRES	700.00
01.0100.1040.5931	GOGOVAPPS, INC	11792	02/22/2023	4/1/23-3/31/24 CRM SUBSCRIPTION	5,640.00
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	CABINET REPAIR SUPPLIES	24.40
01.0170.1710.6025	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	ELECTRICAL SUPP/ CHRISTMAS TREE	26.90
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	SUPP/ REPAIR OUTDOOR BENCHES	18.65
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	HOL SAW CARPENTER PENCIL	38.68
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	RESTROOM LOCKS KEYS/ LOBBY	55.06
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	KEYS/ CCTR	6.60
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	CABINET REPAIR SUPPLIES	5.56
01.0170.1710.6025	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	ELECTRICAL SUPP/ CHIRSTMAS TREE	20.09
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	GYM TOOLS/ CCTR	29.01
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	WASHERS/ REPAIR BLEACHERS	34.09
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	BOLTS/ REPAIR BENCHES	5.50
01.0170.1770.5525	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	K2 HARDWARE/ PLATE	4.53
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11793	02/22/2023	GYM TOOLS/ SCTR	41.78
01.0130.1310.5903	HDL COREN & CONE	11794	02/22/2023	21-22 ACFR STATISTICAL PCKG W/ DOL DEBT	895.00
01.0150.1510.5204	HORTENCIA VASQUEZ	11795	02/22/2023	FEB'23 COM SVC COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	11796	02/22/2023	1/30-2/3/23 CI & CII NUTRITION PRGM	3,478.75
06.0300.3020.5215	HUNTINGTON CULINARY	11796	02/22/2023	1/30-2/3/23 CI & CII NUTRITION PRGM	393.25
06.0300.3010.5215	HUNTINGTON CULINARY	11796	02/22/2023	2/6-2/10/23 CI & CII NUTRITION PRGM	3,599.50
06.0300.3020.5215	HUNTINGTON CULINARY	11796	02/22/2023	2/6-2/10/23 CI & CII NUTRITION PRGM	393.25

01.0170.1770.5525	INDUSTRIAL CLEANING SYSTEMS, INC.	11797	02/22/2023	BB II GUNNER TRIGGER/ PRESSURE WASHER	131.20
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	ALUMINUM THRESHOLD/ GYM	68.69
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	BENCH MOUNTING BRACKETS/ CCTR	57.87
01.0170.1770.5525	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	K2 MOUNTING PLATE FEE/ LIGHT BAR	5.02
01.0160.1620.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	ALUMINUM PLATE/ SCTR KITCHEN	3.25
01.0170.1710.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	WATER FOUNTAIN REPAIR/ CHALL	12.47
01.0160.1620.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	PARTS- BENCHES/ SCTR	374.20
01.0170.1750.5962	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	SMALL TOOLS/ IRRIGATION	26.71
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	PLATE REM/ STORAGE ROOM THRESHOLD/ CCTR	68.69
01.0160.1670.5520	INDUSTRIAL PIPE & STEEL	11798	02/22/2023	PART TO REPLACE BENCH/ MVD	3.05
01.0150.1510.5204	INGRID AGUILAR	11799	02/22/2023	FEB'23 COM SVC COMMISSION MTG	100.00
01.0150.1510.5204	ISRAEL ALACIO	11800	02/22/2023	FEB'23 COM SVC COMMISSION MTG	100.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	11801	02/22/2023	LEFT & RIGHT TURN ONLY ST SIGNS	362.72
01.0151.1541.5215	JOSEPH B. CAIN	11802	02/22/2023	2/4 BBALL OFFICIAL SVCS	180.00
01.0151.1541.5215	JOSEPH B. CAIN	11802	02/22/2023	02/11/23 BBALL OFFICIAL SVCS	180.00
01.0170.1020.5956	JOSEPH VASQUEZ	11803	02/22/2023	FY 22-23 BOOT ALLOWANCE	88.19
01.0150.1530.6020	JOSE'S AUTO UPHOLSTERY	11804	02/22/2023	DINING ROOM CHAIR REUPHOLSTERED/ SCTR	2,499.00
01.0140.1430.5215	KOSMONT & ASSOCIATES, INC.	11805	02/22/2023	SEPT'22 ECONOMIC DEVELOPMENT SVCS	7,003.75
01.0140.1430.5215	KOSMONT & ASSOCIATES, INC.	11805	02/22/2023	OCT'22 ECONOMIC DEVELOPMENT SVCS	426.25
01.0160.1670.5520	LBC LIGHTING	11806	02/22/2023	OUTDOOR LIGHTS/ MVD	198.42
01.0160.1650.5520	LEO'S UPHOLSTERY SUPPLIES	11807	02/22/2023	FOAM- SR FIELD BACKDROP/ NTP	18.00
01.0160.1620.5520	LEOVARDO POWDER COATING INC.	11808	02/22/2023	POWDER COATING BENCHES	250.00
01.0100.1050.5215	LIEBERT CASSIDY WHITMORE	11809	02/22/2023	2/2-6/30/23 CONSORTIUM MEMBERSHIP	2,079.00
01.0170.1770.5525	LU'S LIGHTHOUSE, INC.	11810	02/22/2023	K2- EMER LIGHT BAR	162.20
01.0151.1541.5215	MICHAEL WALKER	11811	02/22/2023	2/1 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	MICHAEL WALKER	11811	02/22/2023	2/4 BBALL OFFICIAL SVCS	180.00
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	11812	02/22/2023	GATE CHAIN LINK/ MAIN FIELD NTP	1,196.05
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	11812	02/22/2023	FENCING ALUMINUM TIES/ NTP	256.23
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	11812	02/22/2023	SLEEVES EYE TOP & TUBING/ NTP	580.45
01.0170.1770.5525	NAPA AUTO PARTS	11813	02/22/2023	OIL-ENGINE & AIR FILTER #25	68.17
01.0140.1440.5273	NEFTALI CORTEZ	11814	02/22/2023	19-23 FORECLOSURE REGISTRATION- SASTIRE AVE	230.00
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	11815	02/22/2023	ADVERTISEMENT BANNERS/ CITY SPECIAL EVENTS	437.52
01.0150.1530.5406	OFFICE DEPOT	11816	02/22/2023	COPY PAPER/ OFFICE	155.42
01.0151.1541.5215	REYNALDO DE LA TORRE	11817	02/22/2023	1/28 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	ROBERT MORENO	11818	02/22/2023	2/1 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	ROMAN GALLARDO JR.	11819	02/22/2023	1/31 BBALL OFFICIAL SVCS	90.00
01.0151.1541.5215	ROMAN GALLARDO JR.	11819	02/22/2023	02/11/23 BBALL OFFICIAL SVCS	180.00
45.0900.9000.5977	SAKAIDA NURSERY	11820	02/22/2023	MEDIAN UPGRADES/ TREES & BUSHES	1,990.01
45.0900.9000.5977	SAKAIDA NURSERY	11820	02/22/2023	MEDIAN UPGRADES/ TREES & BUSHES	595.35
45.0900.9000.5977	SAKAIDA NURSERY	11820	02/22/2023	MEDIAN UPGRADES/ TREES & BUSHES	595.35
45.0900.9000.5977	SAKAIDA NURSERY	11820	02/22/2023	MEDIAN UPGRADES/ TREES & BUSHES	575.51
01.0130.1310.5280	SECTRAN SECURITY INC.	11821	02/22/2023	FEB'23 ARMORED SVCS	185.21
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	SLEDGE HAMMERS/ STREETS	17.20
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	SANDBAGS/ FIRE STATION	158.01
01.0170.1020.5956	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	HEAVY DUTY RAINSUITS	43.77
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	NTP BASEBALL FIELDS SUPPLIES	66.04
45.0900.9000.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	ASPHALT/ POT HOLES CITY WIDE	610.88
01.0160.1670.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	FENCING/ MVD FIELD	529.53
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	ACETONE TONER	34.51
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11822	02/22/2023	CONCRETE MIX/ NTP	78.06
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11823	02/22/2023	SEPT'22 TRAFFIC MAINT	771.00
01.0170.1770.5525	SUPER AUTO COLLISION CENTER INC	11824	02/22/2023	#11 LEFT BED SIDE REPAIRS	2,483.77

06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11825	02/22/2023	CORN TORTILLAS/ C1 NUTRITION PRGM	15.96
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	11825	02/22/2023	AFTER SCHOOL PROGRAM SUPPLIES/ CRAFT	36.86
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	11826	02/22/2023	12/8/22-1/25/23 CARWASH SVCS	140.00
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	11826	02/22/2023	12/8/22-1/25/23 CARWASH SVCS	140.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11827	02/22/2023	OCT'22 PJT MGMT #295	4,388.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11827	02/22/2023	OCT'22 PJT MGMT #296	2,312.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11827	02/22/2023	NOV'22 PJT MGMT #296	2,875.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11827	02/22/2023	NOV'22 PJT MGMT- PMP	1,750.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	11827	02/22/2023	NOV'22 ATPL- ADMIN SVCS #110	1,765.50
01.0170.1740.5435	WAXIE SANITARY SUPPLY	11828	02/22/2023	JANITORIAL SUPPLIES	786.15
01.0170.1740.5435	WAXIE SANITARY SUPPLY	11828	02/22/2023	1/11 JANITORIAL SUPPLIES	308.94
01.0170.1750.5520	WHITTIER FERTILIZER	11829	02/22/2023	RED CHIPS/ FIRE STATION	187.43
01.0160.1670.5520	WHITTIER FERTILIZER	11829	02/22/2023	DOUBLE SCREEN TOP SOIL/ MVD	61.74
01.0160.1670.5520	WHITTIER FERTILIZER	11829	02/22/2023	STEER TOP SOIL/ MVD	39.69
01.0160.1670.5520	WHITTIER FERTILIZER	11829	02/22/2023	STEER TOP SOIL & SPORTS MAX SEED/ MVD	643.86
01.0160.1670.5520	WHITTIER FERTILIZER	11829	02/22/2023	STEER TOP SOIL/ MVD	59.54
01.0150.1530.5952	WINNER INTERNATIONAL INC.	11830	02/22/2023	HELIUM REFILL/ SCTR SPECIAL EVENT	352.80
44.0800.8015.6010	A-Z BUS SALES, INC.	11831	02/22/2023	FORD TRANSIT 350 MID-ROOF	18,865.45
68.0900.9000.6010	A-Z BUS SALES, INC.	11831	02/22/2023	FORD TRANSIT 350 MID-ROOF	48,600.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11832	02/22/2023	FOOD SUPPLIES FOR CI PRGM	172.52
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11832	02/22/2023	FOOD SUPPLIES FOR CII PRGM	19.16
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11832	02/22/2023	FOOD SUPPLIES FOR CI PRGM	278.50
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11832	02/22/2023	FOOD SUPPLIES FOR CII PRGM	30.94
44.0800.8020.5215	NADA BUS, INC.	11833	02/22/2023	2/10 SENIOR EXCURSION - MEDIEVAL TIMES	880.00
01.0170.1770.6020	STOTZ EQUIPMENT	11834	02/22/2023	JOHN DEERE GATOR HPX615E	16,383.15
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000473	02/02/2023	FEB'23 LT DISABILITY	6,705.84
01.0170.1710.5916	QUADIENT LEASING USA, INC.	DFT0000474	02/07/2023	POSTAGE CHARGES	2,000.00
01.0150.1530.5406	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	SENIOR SVCS DEPT SUPPLIES	131.09
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	CUPS/ LUNAR NEW YEAR LUNCHEON	62.11
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	AFTER SCHOOL PRGM SUPPLIES	297.14
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	AFTER SCHOOL PRGM SUPPLIES	139.00
01.0151.1542.5499	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	BOXING MINOR EQUIPMENT	36.57
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	LUNAR NEW YEAR LUNCHEON SUPP	238.73
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	LUNAR NEW YEAR LUNCHEON SUPP	787.10
01.0170.1020.5406	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	CITY COUNCIL REFRESHMENTS	147.26
01.0170.1020.5956	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	CANOPIES/ SAFETY	439.96
06.0300.3010.5430	SAM'S CLUB DIRECT	DFT0000475	01/30/2023	SENIOR NUTR PRGM SUPPLIES	111.91
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000476	02/01/2023	12/01-12/31/22 1112 MERCED AVE	478.92
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000477	02/01/2023	12/21/22-1/22/23 9465 GARVEY AVE	17.42
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000478	02/07/2023	12/29/22-1/23/23 FUEL-CITY TRANSPORTATION	4,138.41
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000479	02/02/2023	FEB'23 LIFE INSURANCE	1,113.49
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000480	02/08/2023	FEB'23 VISION INSURANCE	735.90
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000481	02/09/2023	PPE 2/4/23 FEDERAL	15,005.31
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000481	02/09/2023	PPE 2/4/23 FICA	22,335.16
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000481	02/09/2023	PPE 2/4/23 MED	5,223.50
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000482	02/09/2023	PPE 02/04/23 UI TAX WTHD'G	2,023.72
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000482	02/09/2023	PPE 02/04/23 TNG WTHD'G	101.16
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000482	02/09/2023	PPE 02/04/23 STATE WTHD'G	4,770.40
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000483	02/10/2023	CASE 1457313	603.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000483	02/10/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000483	02/10/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000483	02/10/2023	CASE 200000002135289	780.50

01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000484	02/08/2023	12/23/22-1/31/23 2028 CENTRAL AVE	362.06
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000485	02/08/2023	12/7/22-1/31/23 STREET LIGHTS	3,657.00
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000486	02/08/2023	10/17/22-1/31/23 STREET LIGHTS	1,842.39
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000487	02/08/2023	12/12/22-1/31/23 STREET LIGHTS	2,199.25
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000488	02/13/2023	PPE 02/04/23 RATE PLAN 27216	10,496.16
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000488	02/13/2023	PPE 02/04/23 RATE PLAN 685	8,954.61
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000488	02/13/2023	PPE 02/04/23 RATE PLAN 23047	1,571.70
01.0150.1505.5406	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	WOMENS COMM SELF LOVE EVENT SUPP #623	399.58
01.0150.1505.5406	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	WOMENS COMM SELF LOVE EVENT SUPP #623	15.09
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	SPECIAL EVENT SUPPLIES	78.80
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	SKATE PARK SUPPLIES	33.92
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	SUPP/ REPAIR GYM DOORS	52.19
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	SUPPLIES/ CCTR	122.56
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	PAINT/CCTR BBALL GYM	266.36
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	PAINT/ SKATE PARK FLOOR	25.49
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	PLANTS/ SCTR	517.28
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	TARP/ BENCH COVER	50.35
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	BENCH ARM REST SUPPLIES	154.12
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	WIRE RACK/ KITCHEN	130.31
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	CHAIN/ NTP GATES	242.00
01.0170.1020.5406	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	SHADE CANOPIES/ ILLNESS PREVENTION	586.92
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	FINANCE CHARGES	40.00
01.0170.1720.5956	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	RAINGEAR STOCK	109.15
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	DRILLSET/ BUILDING DEPT	349.31
01.0170.1750.5520	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	HOOKS/ LANDSCAPE STORAGE ROOM	172.83
01.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0000489	02/07/2023	SMALL TOOLS/ STOCK	114.88
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000490	02/15/2023	1/17-2/13/23 1556 CENTRAL	1,061.16
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000491	02/15/2023	1/17-2/13/23 1415 SANTA ANITA	1,253.14
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000492	02/15/2023	1/17-2/13/23 1530 CENTRAL	1,822.64
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000493	02/15/2023	1/17-2/13/23 1824 CENTRAL	330.67
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0000494	02/14/2023	VDAY CANDY GRAMS- SENIOR SVCS	226.91
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000494	02/14/2023	AFTER SCHOOL PROGRAM SUPPLIES	156.13
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000494	02/14/2023	AFTER SCHOOL PROGRAM SUPPLIES	16.10
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000494	02/14/2023	AFTER SCHOOL PROGRAM SUPPLIES	59.80
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000494	02/14/2023	AFTER SCHOOL PROGRAM SUPPLIES	88.83
Grand Total					343,150.96

Authorization Signatures

A handwritten signature in black ink, appearing to read 'Rene Salas', positioned above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 9.a.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: DISCUSSION AND APPROVAL OF THE 2023 SUMMER CONCERT SERIES BAND PERFORMANCES

SUMMARY: City Council will discuss and approve six (6) band performances that will be featured in the 2023 Summer Concert Series.

RECOMMENDED ACTION: Staff recommends City Council discuss and approve six (6) band performances to be featured at the 2023 Summer Concerts Series.

FISCAL/FINANCIAL IMPACT: The 2023 Summer Concert Series includes two (2) concerts, on June 8, 2023 and June 22, 2023, approved in the Fiscal Year (FY) 22-23 budget and the remaining four (4) concerts will be proposed in FY 23-24 budget deliberations. The estimated total cost to provide the 2023 Summer Concerts Series, including permits, rental equipment, and band performers is \$39,000.

DISCUSSION: At the January 10, 2023 City Council Meeting, the City Council approved the City's Special Events Calendar which included the Summer Concert Series. The Summer Concert Series will feature six (6) band performances, each performing a two (2) hour set from 7:00 p.m. to 9:00 p.m., occurring every other Thursday beginning June 8, 2023 to August 24, 2023.

In an effort to engage the community, staff conducted a survey on the City's Facebook page and Parks and Recreation Instagram account requesting community input on the band recommendations for the summer concerts. The findings have been summarized in Attachment A, 2023 Summer Concert Survey and Recommendations, detailing the community input collected from the social media surveys.

Staff report prepared by Jayson Perez, Recreation Coordinator.

ATTACHMENT(S):

A. 2023 Summer Concerts Survey and Recommendations

ATTACHMENT A

2023 Summer Concert Survey and Recommendations			
Band Name	Genre	Cost	Source
Cold Duck	Latin Jazz	\$1,700.00	Past Performer & Facebook Survey
Soto Band	Latin - Funk - R&B - dance	\$2,000.00	Past Performer & Facebook Survey
The Ace Band	Pop Rock- Soft Rock	\$1,600.00	Past Performer & Facebook Survey
Chico	Latin- Oldies- Pop	\$1,600.00	Past Performer
Suave	Jazz- Rock- Swing- R&B- Cumbia- Merengue- Salsa- ChaCha	\$1,500.00	Past Performer & Facebook Survey
Versatil Melodia	Latin Top 40's	\$2,500.00	Past Performer
The Funky Hippies	Disco Dance	\$3,500.00	Past Performer
Tierra Legacy Band	Latin Rock- Pop- Jazz- R&B and Salsa	\$5,000.00	Past Performer & Facebook Survey
Dreaming of You – Ultimate Selena Tribute	Selena Tribute Band	\$2,700.00	Facebook Survey
Sonora Dinamita w/ Vilma Palma	Cumbia, Tropical	\$6,000.00	Facebook and Instagram Survey
Stone Soul	Soul – Motown	\$2,500.00	Facebook Survey
Shades of LA	R&B – Soul	\$1,500.00	Past Performer
The Flashbax	80's Hits	\$1,700.00	Facebook Survey
Blue Breeze Band	Jazz- R&B- Classic Soul	\$5,500.00	Facebook Survey
Hard Days Night	Beatles Cover Band	NA	Facebook Survey



City Council Agenda Report

Agenda Item No. 9.b.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Martha Castillo, Interim HR/Risk Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-18, APPROVING THE APPOINTMENT OF MASAMI HIGA AS DIRECTOR OF FINANCE AND APPROVAL OF DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT

SUMMARY: Staff is asking for approval of the appointment of Masami Higa as Director of Finance and approval of employment contract for services as Director of Finance.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-18, approving the employment agreement between the City and Masami Higa for the position of Director of Finance and authorizing the Mayor to execute the employment agreement.

FISCAL/FINANCIAL IMPACT: The Director of Finance position was budgeted for fiscal year 2022-23. Mr. Higa will receive a salary of \$154,161 annually (\$12,846.00 per month), which is Step C of the City's salary for this position adopted on November 9, 2022, with Resolution No. 22-88 for the position of Director of Finance. Any increases in subsequent years will be applied through performance reviews and/or salary adjustments. Currently, funds are available to administer the terms of the employment agreement.

DISCUSSION: The Director 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 Finance Department including accounting, payroll, budget management, revenue collection, business licensing, purchasing, and information systems contracts. Additionally, the Director of Finance will participate in the development of policies and procedures related to financial transactions, reporting requirements, accounting systems and budget development directives; reviews and addresses issues, questions and concerns related to fiscal and accounting management; provides highly responsible and complete administrative support to the City Council.

The key terms and provisions of the proposed agreement with Mr. Higa are: 1) Three-year term; 2) Annual Base Salary of \$154,161 (\$12,846.71 per month); 3) Car allowance in the amount of \$400 per month; 4) One months' severance if terminated without cause

within one year and three 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 Masami Higa, see Attachment B.

ATTACHMENT(S):

- A. Resolution No. 23-18
- B. Finance Director Agreement

ATTACHMENT A

RESOLUTION NO. 23-18

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPOINTING MASAMI HIGA TO THE POSITION OF DIRECTOR OF FINANCE

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 Director of Finance effective February 13, 2023; 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 Director of Finance is the department head of the City’s Finance Department; 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 Director of Finance; and

WHEREAS, based on Employee’s executive and administrative qualifications, ability, and experience, the City Manager desires to employ Employee to serve as the Director of Finance for the City; and

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

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

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of Director of Finance 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 Masami Higa

as Director of Finance effective February 13, 2023. Mr. Higa's salary shall initially be \$12,846.71 monthly, which is Step C of the City's approved salary for this position adopted on November 9, 2022 with Resolution 22-88 for the position of Director of Finance. Further the City Council approves the employment agreement between the City and Masami Higa attached hereto and authorizes the Mayor to execute the same.

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 28th day of February 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-18 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of February 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B
CITY OF SOUTH EL MONTE
DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT

This Director of Finance EMPLOYMENT AGREEMENT (“Agreement”) is entered into the 28th day of February 2023, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Masami Higa, an individual (“Employee”).

R E C I T A L S

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 Director of Finance effective February 13, 2023; 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 Director of Finance is the department head of the City’s Finance Department; 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 Director of Finance; and

WHEREAS, the duties of the Director of Finance are set forth in Exhibit “A” to this Agreement; and

WHEREAS, Employee was appointed as a Temporary Interim Accounting Manager on March 12, 2020, and later appointed to the Accounting Manager position on July 1, 2020; and

WHEREAS, Employee began serving as the City’s Interim Director of Finance on November 14, 2022; and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Manager desires to employ Employee to serve as the Director of Finance for the City; and

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

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

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of Director of Finance 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 Director of Finance for the City to perform the functions and duties of the Director of Finance 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 Director of Finance, 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 Director of Finance 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 Director of Finance.

1.4 Employment Status. Upon appointment to the Director of Finance 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 Eight Hundred Forty-Six Dollars and Seventy-One Cents (\$12,846.71) 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 Director of Finance. 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 commenced his services hereunder at 12:01 a.m. Pacific daylight savings time on February 13, 2023, which will also be deemed the effective date of this Agreement ("Effective Date").

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 February 12, 2026) 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 Director of Finance 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 Director of Finance. Upon appointment to the Director of Finance 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 one (1), 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 three (3) 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 three (3) 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 Finance Department 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
13. Juneteenth Day

Cesar Chavez Day, Juneteenth Day, and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or stepparents; spouse's parents or stepparents; brothers, stepbrothers 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. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if he is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to him by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.6 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and his eligible dependents.

6.7 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.8 California Public Employees' Retirement System ("CalPERS"). Employee is a "Classic" local miscellaneous second tier member, and accordingly is covered by the 2% @ 60 CalPERS retirement formula. Employee will pay the mandatory CalPERS

contribution rate for “Classic” second tier members as determined by CalPERS, which amount is currently 7.0%.

6.9 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act (“PEMHCA”), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, he shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.10 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at his home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City 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.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following

years of service.

6.14 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour-by-hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 – 10 years	10%
11 – 15 years	15%
16 years and above	20%

6.15 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.16 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of his job.

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$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 Director of Finance. 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:

Masami Higa
[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 contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE

Masami Higa

EXHIBIT “A”

The Director of Finance, under the direction of the City Manager, serves as a member of the City's executive management team; plans, directs, organizes and oversees the activities and operations of the City of South El Monte's Finance Department, including accounting, payroll, budget management, revenue collection, business licensing, purchasing, and information systems; directs and oversees operations, employees and functions of City's Human Resources/Risk department; participates in the development of policies and procedures related to financial transactions, reporting requirement, accounting systems and budget development directives; reviews and addresses issues, questions and concerns related to fiscal and accounting management; provides highly responsible and complex administrative support to the City Council; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the City Manager. Supervision is exercised over professional, technical, and administrative support staff assigned to the Finance and Human Resources/Risk Departments.

ESSENTIAL DUTIES:

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

- Directs the fiscal management program of the City and the South El Monte Business Improvement District including budget preparation and monitoring, collection and disbursement of revenues, accounting, financial reporting and auditing, business licensing, grant administration, and investment of funds.
- Plans, directs, and coordinates City finance and data processing activities and services.
- Ensures fiscal activities comply with established laws, codes, regulations, internal controls, standards, requirements, policies and procedures; recommends policies and implements procedures to conduct activities.
- Organizes, directs and oversees Human Resources and Risk Management staff, functions, operations and activities.
- Develops comprehensive plans to satisfy future needs for department services; supervises the collection of the business revenue.
- Directs the preparation and administration of the budget for the Finance Department; directs the development and preparation of the City's Annual Budget.
- Reviews procurement and processes for purchase orders.
- Oversees the posting and reconciliation of ledgers and accounts.
- Directs the preparation of State and federal reports, including tax reports; oversees payroll and accounts payable processing.
- Oversees billings to Third Parties.
- Plans and develops accounting procedures for bookkeeping and processing of purchases, expenditures, salary warrants, receipts, and subventions.
- Supervises the disbursement of all monies and ensures that budget appropriations are not exceeded; audits and approves various bills, invoices, and payrolls before payments.

- Reviews investments and cash flow; develops policies governing the investment of City funds and administers the investment program.
- Manages City bond issues.
- Serves as the Chief Financial Advisor to the City Manager.
- Plans and organizes workflow; develops and establishes work methods and standards.
- Supervises and evaluates the performance of assigned personnel; interviews and selects employees and recommend transfers, reassignment, termination, and disciplinary actions; assigns employee duties and review work to assure accuracy, completeness, and compliance with established standards, requirements and procedures; assures staff understanding of established requirements; conducts or directs staff training and development.
- Establishes and maintains internal control procedures and assures adherence to State and national standard accounting procedures.
- Prepares a complete financial statement and report for review by independent auditors.
- Supervises the collection of taxes, fees, and other receipts in accordance with laws and regulations.
- Maintains financial records and prepares financial reports; oversees the central computerized financial and management information system of the City.
- Develops financial studies and plans; forecasts, estimates, and monitors the financial condition of the City to assure the fiscal wellbeing of the City.
- Serves as Chief Fiscal Officer to the Business Improvement District.
- Communicates with administrators, personnel, and outside organizations to exchange information, coordinate activities and programs, and resolve issues or concerns.
- Operates a variety of office equipment including a computer and assigned software.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Municipal accounting and finance administration principles, practices, and systems.
- Laws, regulations and reporting requirements pertaining to municipal finance, including GASB – 34.
- Principles and practices of public administration including budgeting practices.
- Cash management and investment programs.
- Public purchasing regulations and inventory control.
- Data processing applications in a public agency.
- Principles and practices of administration, supervision and training.
- Organizational functions, and key personnel.
- General office practices, procedures, and equipment.
- Telephone techniques and etiquette.
- Interpersonal skills using tact, patience, and courtesy.

- Handling and communicating of confidential and secure information.
- Establish and maintain effective working relationships with city staff, public groups, and other agencies.
- Physical and electronic filing and record-keeping systems and techniques.
- Basic Microsoft Office Word, Excel, and Outlook.

Competencies:

- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Organizational Design and Structure – Prescribes roles and responsibilities, budgetary accountability, and organizational boundaries. Ensures functional checks and balances where needed.
- Fiscal Acumen – Forecasts and carefully monitors budget usage and makes needed adjustments to ensure that vital costs will be covered.
- Process Improvement – Controlling and Improving processes and workflow.
- Managing Change – Maintains a high level of communication about the reasons, benefits, opportunities, and difficulties of change.
- Strategic View – Maintaining the big picture and long-range objectives as a guide for decisions
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Developing Others – Shares knowledge and expertise willingly.
- Group Facilitation – Summarizes key points, clarifies issues, and identifies action items.
- Negotiating – Reaching mutually satisfying agreements and compromises and works from a strong knowledge base.
- Influencing – Convincingly explains the benefits of a course of action or advantages over alternatives, providing examples to illustrate points.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Legal and Regulatory Navigation – Knowing the paths and boundaries of the legal/regulatory environment.
- Mathematical Agility – Senses erroneous quantitative conclusions in reports, propositions, or arguments and provides the definitive correct solution.
- Continuous Learning – Develops knowledge, skills, and abilities that are presently needed in their job.
- Professional & Technical Expertise – Applying technical subject matter to the job.
- Using Technology – Working with electronic hardware and software applications.
- Self-Management – Showing personal organization, self-discipline, and dependability.
- Bilingual Communication – Speaking, reading, writing in a second language.
- Customer Focus – Attending to the needs and expectation of customers.
- Handling Conflict – Managing interpersonally strained situations.
- Professional Impact – Presenting self as a positive representative of the organization.
- Bilingual Facility – Uses a second language with ease and precision.
- Cultural Proficiency – Modeling communications and interactions that respect and include all individuals and their languages, abilities, religions and cultures.

MINIMUM QUALIFICATIONS

Experience:

Five (5) years of increasingly responsible municipal accounting experience, including at least two (2) years of supervisory experience at the mid-management level.

Education:

Bachelor's Degree in public or business administration, accounting, or closely related field. A Master's Degree is preferred.

Additional Requirements/Information:

Certified Public Accountant License (CPA) is preferred and may be substituted for two years' experience.

Licenses and Certifications:

Possession of or ability to obtain a valid Class C California State Driver's License and an acceptable driving record.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear, sit;
- Use hands to finger, handle, feel or operate objects, tools, or controls;
- Reach with hands and arms.
- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 10 pounds.
- Vision abilities required to include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Work is performed mostly indoors, in office settings.
- Some outdoor work is required in the inspection of various City property and facilities.

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 Masami Higa, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Finance effective February 13, 2023, 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: _____
Masami Higa

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. 9.c.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-19, APPROVING AGREEMENT WITH EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE FOR ECONOMIC AND BUSINESS DEVELOPMENT

SUMMARY: This item was continued from the City Council Meeting on February 15, 2023, to further discuss the agreement with the Chamber of Commerce.

RECOMMENDED ACTION: Staff Recommends:

1. Adopt Resolution No. 23-19, approving an agreement with the El Monte/South El Monte Chamber of Commerce; and
2. Authorize City Manager or designee to negotiate and execute agreement.

FISCAL/FINANCIAL IMPACT: Expected fiscal impacts are as follows:

FY2022-23 \$10,000
FY2023-24 \$20,000
FY2024-25 \$20,000
FY2025-26 \$20,000

Also, should the City choose to request Additional Services from the Chamber, any additional cost above \$5,000, which can be approved by the Contract Officer, bringing the total contract value to \$65,000, must be approved by City Council.

DISCUSSION: At the May 24, 2022 City Council meeting, City Council agreed to discuss raising the quarterly amount to \$ 5,000 for an annual amount of \$20,000 during the fiscal year 22/23 budget discussion. The current quarterly payment is \$2,500.

The El Monte/South El Monte Chamber of Commerce (Chamber) provides services to the business community and to the City of South El Monte. The proposed new contract will continue promoting economic development, performing business outreach, and assisting existing businesses and new businesses to establish themselves in the community.

The City of South El Monte has a long partnership with the Chamber. The attached agreement will allow the chamber to continue with economic development outreach, promotion of business and community events, showcase the City at Chamber events, educational programs, and assist with state legislation actions that may impact the city.

Based on the discussion at the last City Council meeting, a new task has been added to the agreement at Exhibit A, which addresses the Chamber's assistance with respect to homeless issues in the City. The Chamber has agreed to distribute information to its membership regarding information, resources and solutions related to the impacts of homeless issues present on commercial properties; as well assist members with facilitating solutions with site-specific conditions and coordination with City resources. It should also be noted that the agreement has a three-year term and will end in 2026.

ATTACHMENT(S):

- A. Resolution No. 23-19
- B. Chamber Agreement 2023

ATTACHMENT A

RESOLUTION NO. 23-19

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND THE EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE

WHEREAS, the Chamber of Commerce ("Chamber") has provided the City professional business development and sustainability services, assistance with legislative actions, and has represented the City's business community at various events; and

WHEREAS, the City has benefited from these services that increased business development and job opportunities; and

WHEREAS, the City would like to maintain the services provided for fiscal year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Approves the contract services agreement between the City and the Chamber as may be amended and approved as to form by the City Attorney; and

SECTION 2. The City hereby approves the funding in the amount of \$20,000 to be paid in four quarterly installments of Five Thousand dollars (\$5,000) for fiscal years 2022 -2023, 2023-2024, 2024-2025 and 2025-2026.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 23-19, was passed and approved by the City Council of the City of South El Monte City at a special meeting of said Council held on the 28th day of February, 2023 and that Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND THE EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 15th day of February 2023, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and the El Monte /South El Monte Chamber of Commerce (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached

hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Sixty Thousand Dollars (\$60,000.00) (“Contract Sum”).

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 3 years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Ken Rausch is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant represents and warrants that the personnel used to provide

services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

5. INSURANCE AND INDEMNIFICATION

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

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

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

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

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

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

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

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in

default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

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

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief

which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures On The Following Page]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 1903 Durfee Ave.

Suite 4

South El Monte, CA 91733

IF APPLICABLE: Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES

SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

DRAFT

EXHIBIT “A”

SCOPE OF SERVICES

➤ Task A: Economic Business Development

- Independent Advocate for Businesses and Community
- Serve as information bureau to its members and new businesses by properly communicating City information. The information bureau shall serve the business and residential community
- Complimentary Email Blasts to the Chamber Membership Promoting City events
- Direct inquiries concerning community facilities and services to refer callers to the appropriate City departments
- Business liaison between businesses and City to promote South El Monte as “Business Friendly”. Assist city staff in addressing potential issues of concern with businesses and the City
- Available to work with City staff to coordinate and promote meetings with businesses in order to minimize additional City staff time
- Facilitate tours of major businesses with elected officials
- Provide Certificate of Origin documentations to US businesses that export goods
- Working close with the Economic Development Department to recruit new businesses to South El Monte
- Semi-Annual updates at City Council meetings

➤ Task B: Business Advisory Council

- Chamber of Commerce has created a Business Advisory Council (BAC). The BAC will be comprised of local Chamber member businesses and community leaders that discuss challenges and obstacles in our community. We will address these challenges and offer possible solutions to encourage new business growth and foster a pro-business ecosystem. The purpose of the BAC is to assist in developing programs and services that focus on the needs of local neighboring business to encourage innovation and growth of small and large businesses. The goal of the Chamber’s BAC is to provide education, advocacy and business development for business members and community involvement. The BAC will meet quarterly, preferably at lunch and Minutes of our meetings will be kept insuring accountability.

➤ **Task C: Visitor Business Resource Guide, City Map and 100 Year Anniversary Promotional Magazine**

- Create a high-quality city-wide Business Resource Guide, City map 100 year anniversary promotional magazine to assist existing and potential visitors to South El Monte Businesses. Map will facilitate city staff and in promoting the city's potential venues. Chamber of Commerce is responsible for working with the vendor to ensure accurate business listings and distribution.

➤ **Task D: Promoting the Community**

- Maintain up-to-date website with pertinent community information with links to the City
- Distribute unlimited city flyers and calendars (as provided) via email blasts to Chamber membership
- Progressive social media presence on Facebook & Instagram promoting the City, businesses and local events
- Welcome and recognize new businesses in the community
- Work with local businesses to coordinate charity fundraisers and assist City in sponsoring/hosting events
- Facilitate Ribbon Cuttings/Grand Openings with the city to save city labor costs and time

• **Task E: Community Activities - Showcase City dignitaries, employees and businesses at Chamber Events**

- **Ribbon Cutting Ceremonies**
Coordinate and produce Ribbon Cutting ceremonies complete with City and elected official certificates and city dignitary appearance
- **Installation and Awards Event**
Coordinate and produce event
- **Give a Toy, Give a Joy Toy Drive**
Coordinate and produce the event that raises funds and donations to local charities
- **Taste and Sounds of El Monte/South El Monte**
Coordinate and produce the event to promote local restaurants and talent.
- **Christmas Tree Lighting Ceremony**
Presentation of Chamber ornament representing the businesses
- **Elected Official Legislative Luncheons**
Coordinate and produce these events to showcase the City of South El Monte and host elected officials for exposure to our businesses and residents.

- **Work with the Chamber's Non-Profit Organization fund-raising efforts and endorsements** – South El Monte/El Mote Chamber of Commerce Educational Foundation
 - **Principal for a Day** - Produce and coordinate the annual event with the El Monte Union High District (EMUHSD)
 - **Back to School Resource Fair** - Assist South El Monte's event by providing school supplies (crayons, folders, notebook)
 - **Car Show** – sometime in September at Community Center Parking lot
 - **Classic Golf Tournament** – California Country Club
- **Task F: Educational Programs**
 - Chamber will coordinate workshops specific to the needs of the community on a as-needed basis. Partial list of topics include: CPR Certification, Workers Compensation Fraud, Recycling and your Business, Small Business Administration Loans, Disaster Preparedness, State Board of Equalization, Financial Workshops, Fire Hydrant use
 - South El Monte/El Monte Chamber of Commerce Educational Foundation – Administrator
 - Ms. And Mr. Friendly El Monte/South El Monte Pageant Scholarships for our local students.
 - **Task G: Legislative Involvement**
 - Chamber will be actively involved with local elected officials to maintain awareness and advise City staff of topics of interest. This includes a working Legislative Committee (business and elected official's representatives) who meet monthly on the third Thursday of the month.
 - Chairperson of the San Gabriel Valley Legislative Coalition of Chambers. Meets monthly on the second Thursday of the month.
 - Through the Legislative Committee, provide business information to Chamber members and serve as a forum for City, County, State and Federal interrelationships and dialogue.
 - Review and recommend proposed business legislation and concerns to the City
 - Write correspondence per requests of staff regarding special interests
 - Environmental Justice participant with CalEPA
 - Work with local utilities (SCE, So Cal Gas, Metro, Metropolitan Water) with their legislative efforts
 - **Task H: Homelessness**
 - Distribute information about the homeless population, solutions, and resources to Chamber members
 - Assist Chamber members with facilitating solutions with site specific conditions and coordination with City resources

- I. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Semi- Annual updates at City Council Meetings
 - B. Quarterly updates for City Council
- II. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
- A. Semi- Annual updates at City Council Meetings
 - B. Quarterly updates for the City Council
- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- IV. Consultant will utilize the following personnel to accomplish the Services:**
- A. Christine Knight, Director of Membership and Marketing

EXHIBIT “B”

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

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

Section 6.4

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Consultant ***(if the City of South El Monte (City) pays for the full amount of the event, services or documents and materials, City will be entitled to the documents and materials, if this condition is met)*** and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

Section 8.12

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

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

DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Tasks A-H: Paid quarterly, based on the annual calendar, in the amount of \$5,000 for a maximum annual compensation of \$20,000.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all the work performed.

IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the schedule determined upon mutual agreements of the parties.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. Quarterly Reports detailing all tasks accomplished during the quarter served on the City in conjunction with the invoice.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

Agenda Item No. 9.d.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-20, APPROVING SECOND AMENDMENT TO AGREEMENT WITH ADVANCE MICROCOMPUTING CONCEPTS INC. (AMC) FOR CLOUD BACKUP SERVICES

SUMMARY: Approving second amendment to contract with AMC for Cloud Backup services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-20, approving second amendment to agreement for contract services with AMC for Cloud Backup Services for three additional years through March 28, 2026; and authorize Mayor to execute agreement.

FISCAL/FINANCIAL IMPACT: Currently, the City pays a flat rate of \$150.00 per number of terabytes of cloud backup storage. Based on an approximation of 5 terabytes, monthly service costs equate to \$750, with annual costs equating to \$9,000.

AMC is proposing a contract extension for Cloud Backup Services at the same rate.

Hence, the fiscal impact will continue to be \$9,000 annually through March 2026.

DISCUSSION: The Cloud Backup Services were implemented to ensure that data on the City's servers is backed up and recoverable in the event that the data becomes unavailable due to server malfunctions, data breaches, accidental deletions, or other situations that result in lost data. AMC was selected to provide these Services as their proposal, in response to the RFP issued in 2017, effectively answered questions listed within the RFP, demonstrated a clear understanding of the City's data storage needs, and their service costs were the most competitive in comparison to other proposals received.

At the February 11, 2020 City Council Meeting, the City Council approved a three-year contract extension with AMC to continue to provide I.T. Services. Subsequent to this action, staff deemed AMC to be the most suitable choice to continue to provide the Cloud

Backup Services to the City, as they have the most current knowledge and understanding of the City's data storage needs.

Renewing the contract with AMC will provide for cost savings which would otherwise be associated with issuing a new RFP for Cloud Backup Services in addition to costs associated with transitioning to a new service provider. For example, the past three years required dramatic technological changes to respond to the COVID-19 emergency, which included migrating the City's servers onto the cloud for operations, and not just for backup purposes, so that employees could access data remotely. The emergency also required most employees to adopt new equipment that could adapt with those changes, in a secure and safe environment. AMC successfully enabled the City to make this transition and continues to work on projects requested by management to modernize the City's workflows and security.

To that end, staff recommends that the City Council adopt Resolution No. 23-XX, approving the contract extension with AMC for Cloud Backup Services for three additional years through March 28, 2026.

ATTACHMENT(S):

- A. Resolution No. 23-20
- B. AMC Cloud Backup Services Contract Second Amendment

ATTACHMENT A

RESOLUTION NO. 23-20

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MENDMENT NO. 2 EXTENDING THE CONTRACT WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR CLOUD BACKUP SERVICES FOR THREE ADDITIONAL YEARS

WHEREAS, the City has entered into an agreement with AMC to provide Cloud Backup Services; and

WHEREAS, the City and AMC now desire to amend the Agreement to extend the Term of the Agreement until March 28, 2026; and

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 and directs the City Manager to execute Amendment No. 2 in substantially the form attached as Attachment B to the February 28, 2023 staff report accompanying the Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 2.

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

PASSED, APPROVED AND ADOPTED this 28th day of February 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-20, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of February 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **ADVANCED MICROCOMPUTING CONCEPTS, INC** (“AMC”) hereafter (“Consultant”) to extend Cloud Backup Services (“Services”) to the City is effective as of the ____ day of _____, 2023.

RECITALS

A. City and Consultant entered into an Agreement for Contract Services dated March 28, 2018 (“Agreement”) whereby Contractor agreed to provide Cloud Backup Services for a Term of two (2) years.

B. City and Consultant first amended the Agreement on February 25, 2020 to extend the Agreement until March 28, 2023 and continue to provide and receive Cloud Backup Services on February 25, 2020, and increase the Maximum Compensation to \$18,000 to fund the Cloud Backup Services for the Term (“Amendment No. 1”).

C. City and Consultant now desire to amend the Agreement for a second Term and extend the Term of the Agreement for a total of three (3) years until March 28, 2026.

D. City and Consultant now desire to increase the Contract Sum to fund the continued Cloud Backup Services for the amended Term length in the amount of \$27,000 for a Maximum Compensation of \$72,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

a. Section 2, Term of the Agreement is hereby amended as follows:

“The term of this Agreement shall be from the Effective Date through ~~March 28, 2023~~***March 28, 2026*** unless earlier terminated as provided in Section 12 of this Agreement or extended.”

b. Section 3, Compensation, subsection A, is hereby amended as follows:

“As full compensation for Consultant’s Services provided under this Agreement, City shall pay Consultant at the rates indicated in the Approved Fee Scheduled attached hereto as Exhibit B. In no event shall City pay Consultant an amount in excess of ~~\$45,000~~***\$72,000.00*** (“the Maximum Compensation”).

c. Exhibit B, First Amended Fee Schedule, is hereby replaced in its entirety with Exhibit B, Second Amended, attached hereto.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

CONSULTANT

By: _____
Name: _____
Title: _____AMC, Inc.

By: _____
Name: _____
Title: _____AMC, Inc.

Address:

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

**EXHIBIT B
SECOND AMENDMENT
APPROVED FEE SCHEDULE**

Consultant shall provide the Services at the following rates:

Service Period	Current Rate	# of Terabytes	Monthly Svc Costs*	Annual Svc Costs*
March 28, 2018 through March 28, 2019	\$150.00	5	\$750.00	\$9,000.00
March 28, 2019 through March 28, 2020	\$150.00	5	\$750.00	\$9,000.00
Total				\$18,000.00

Service Period	Current Rate	# of Terabytes	Monthly Svc Costs*	Annual Svc Costs*
March 28, 2020 through March 28, 2021	\$150.00	5	\$750.00	\$9,000.00
March 28, 2021 through March 28, 2022	\$150.00	5	\$750.00	\$9,000.00
March 28, 2022 through March 28, 2023	\$150.00	5	\$750.00	\$9,000.00
Total				\$27,000.00

Service Period	Current Rate	# of Terabytes	Monthly Svc Costs*	Annual Svc Costs*
March 28, 2023 through March 28, 2024	\$150.00	5	\$750.00	\$9,000.00
March 28, 2024 through March 28, 2025	\$150.00	5	\$750.00	\$9,000.00
March 28, 2025 through March 28, 2026	\$150.00	5	\$750.00	\$9,000.00

Total				\$27,000.00
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*Should the City exceed the number of Terabytes for any given year, Consultant will continue to charge the flat rate for each Terabyte. Additional Terabytes above the cap and the accompanying additional charge must be authorized in writing by the City Manager, Finance Director, or their designee. Any charge associated with additional Terabytes shall not exceed the Maximum Compensation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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INDIVIDUAL

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TITLE(S)

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PARTNER(S)

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☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE



City Council Agenda Report

Agenda Item No. 9.e.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-21, APPROVING SECOND AMENDMENT TO AGREEMENT WITH ADVANCE MICROCOMPUTING CONCEPTS INC. (AMC) FOR IT SERVICES

SUMMARY: Approving second amendment to contract with AMC for IT services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-21, approving second amendment to agreement for contract services with AMC for IT Services for three additional years through February 28, 2026; and authorize Mayor to execute agreement.

FISCAL/FINANCIAL IMPACT: Currently, the City pays a flat rate of \$139.05 per user per month. Based on an approximation of 80 users, monthly service costs equate to \$11,124, with annual costs equating to \$133,488.

AMC is proposing a contract extension rate of \$165.00 per user per month. Based on an approximation of 82 regular users, monthly service costs equate to \$13,530, with annual costs equating to \$162,360, or a 21.6% increase.

The fiscal impact to FY2022-23 is \$9,624 calculated as follows:
($\$13,530/\text{month} - \$11,124/\text{month}$) X 4 months from March 2023 through June 2023.

The annual impact is \$162,360 from February 28, 2023 through February 28, 2026. The fiscal impact for FY2023-24, FY2024-25, and FY2025-26 will be budgeted within those years.

DISCUSSION: Staff seeks to renew the contract with AMC as they have proven to be reliable, efficient, and effective in the work performed and services provided for the City. They have remained committed to the goals illustrated in their proposal, continuously executing on promised strategies to reduce redundancy, inefficient practices, and reactive responses, and implementing proactive measures to improve overall workflows and eliminate unnecessary service costs. More importantly, AMC has provided these

services at highly competitive rates, which holds true for the recommended rate increase.

When comparing the nine proposals received in response to the issued RFP in 2017, AMC was the second lowest costing IT service provider. The lowest costing proposal did not score high enough to move forward in the selection process. The difference in annual service costs between AMC and the higher-cost services for the other seven providers ranged between \$3,000 and \$194,700.

Renewing the contract with AMC will provide for cost savings which would otherwise be associated with issuing a new RFP for IT Services in addition to costs associated with transitioning to a new service provider. For example, the past three years required dramatic technological changes to respond to the COVID-19 emergency, which included migrating the City's servers onto the cloud, so that employees could telework. The emergency also required most employees to adopt new equipment that could adapt to those changes in a secure and safe environment. AMC successfully enabled the City to make this transition and continues to work on projects requested by management to modernize the City's IT workflows and security.

To that end, staff recommends that the City Council adopt Resolution No. 23-XX, approving the contract extension with AMC for IT services for three additional years through February 28, 2026.

ATTACHMENT(S):

- A. Resolution No. 23-21
- B. AMC IT Services Second Contract Amendment

ATTACHMENT A

RESOLUTION NO. 23-21

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MENDMENT NO. 2 EXTENDING THE CONTRACT WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR INFORMATION TECHNOLOGY (I.T.) SERVICES FOR THREE ADDITIONAL YEARS

WHEREAS, the City has entered into an agreement with AMC to provide I.T. Services; and

WHEREAS, the City and AMC now desire to amend the Agreement to extend the Term of the Agreement until February 28, 2026; and

WHEREAS, an appropriation of \$9,624 from the General Fund for FY2022-23 requires approval to account for the overages described herein and to compensate AMC for the services that will be provided from the months of March 2023 through June 2023.

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 and directs the City Manager to execute Amendment No. 2 in substantially the form attached as Attachment B to the February 28, 2023 staff report accompanying the Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 2.

Section 2. The City Council hereby authorizes an appropriation of \$9,624 from the General Fund for FY2022-23 to compensate AMC for services provided.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-21 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of February, 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT A

RESOLUTION NO. 23-21

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MENDMENT NO. 2 EXTENDING THE CONTRACT WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR INFORMATION TECHNOLOGY (I.T.) SERVICES FOR THREE ADDITIONAL YEARS

WHEREAS, the City has entered into an agreement with AMC to provide I.T. Services; and

WHEREAS, the City and AMC now desire to amend the Agreement to extend the Term of the Agreement until February 28, 2026; and

WHEREAS, an appropriation of \$9,624 from the General Fund for FY2022-23 requires approval to account for the overages described herein and to compensate AMC for the services that will be provided from the months of March 2023 through June 2023.

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 and directs the City Manager to execute Amendment No. 2 in substantially the form attached as Attachment B to the February 28, 2023 staff report accompanying the Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 2.

Section 2. The City Council hereby authorizes an appropriation of \$9,624 from the General Fund for FY2022-23 to compensate AMC for services provided.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-21 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of February, 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 12.a.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: MAYOR GLORIA OLMOS

1. Discussion on installing an Emergency Blue Light Call Box in City Hall and City parks parking lots.

RECOMMENDATION: Discussion and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.b.

DATE: February 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: COUNCILMEMBER RUDY BOJORQUEZ

1. Discussion about creating a South El Monte night market at the Kruse property next to City Hall.

RECOMMENDATION: Discussion and/or action.

2. Discussion about creating a Social Media Sponsored Advertisement Budget for Facebook and Instagram posts.

RECOMMENDATION: Discussion and/or action.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: February 28, 2023

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR JANUARY 24, 2023

SUMMARY: Staff is requesting approval of the Minutes of the January 24, 2023 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of January 24, 2023.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, JANUARY 24, 2023 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

16. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 8:34 p.m.

PRESENT: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair Olmos.

ABSENT: None

STAFF PRESENT: Rene Salas, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; and Paola Lara, Deputy City Clerk.

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

17. APPROVAL OF AGENDA

A motion was made by Vice Chair Angel, seconded by Board Member Delgado to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel, and Chair Olmos.

NAYS: None.

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

A motion was made by Board Member Delgado, seconded by Board Member Acosta to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Bojorquez, Delgado, Vice Chair Angel,
and Chair Olmos.

NAYS: None.

19.a. Approved the Regular Successor Agency Meeting Minutes of October 25, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:36 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair