

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

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

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) 652-3180 or (626) 652-3121 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) 652-3180 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) 652-3180
Cell (626) 274-4842

Paola Lara, Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Rudy Bojorquez

3. INVOCATION

Laura Lozano, Permit Technician, City of South El Monte

4. PRESENTATIONS

4.a. Presentation by South El Monte Field of Valor Committee on an American Flag Project

4.b. Plaque Presented to Magdalena "Maggie" Valdivia, Community Services Liaison, Los Angeles County Fire Department on her Retirement and 17 Years of Service

4.c. Presentation by Amanda Mejia, Director of Government Affairs, Athens Services, on Upcoming Events and Services

4.d. Presentation by Christina Monzer, The Robert Group, on the Puente Hills Land Fill Park

4.e. Sheriff's Department Report for the Month of February

4.f. Code Enforcement and Public Safety Department Report for the Month of February

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.

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 14, 2023

Staff is requesting approval of Minutes for the March 14, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the March 14, 2023 Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-24, APPROVING WARRANTS FOR THE PERIOD OF MARCH 15, 2023 THROUGH MARCH 28, 2023

Authorizing payment of City expenditures for the period of March 15, 2023 through March 28, 2023, totaling \$600,093.43.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-24 authorizing payment of City expenditures.

7.c. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR MECHANICAL AND LIGHTING ENERGY EFFICIENCY UPGRADE SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

Staff seeks City Council approval to issue Request for Proposals (RFP) for mechanical and lighting energy efficiency upgrade services for South El Monte Autonomous Building Retrofit Project. The scope of improvements are part of the project.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for mechanical and lighting energy efficiency upgrade services for South El Monte Autonomous Building Controls Retrofit Project, and authorize staff to solicit proposals.

7.d. CITY COUNCIL TO RECEIVE AND FILE THE CITY OF SOUTH EL MONTE HOUSING ELEMENT ANNUAL PROGRESS REPORT

As required by State law, staff is submitting the City of South El Monte Housing Element Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research to ensure compliance with Government Code Section 65400(a).

RECOMMENDED ACTION: Staff recommends City Council receive and file the City of South El Monte Housing Element Annual Progress Report.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-25, APPROVING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH AKITOI LEARNING CENTER, LLC

Staff is seeking City Council's approval to enter into a three-year extension to the lease agreement between the City and Akitoi Learning Center, LLC, for the premises at 1824 Central Avenue.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-25, approving amendment no. 1 entering into a three-year extension to the lease agreement with Akitoi Learning Center, LLC, for premises located at 1824 Central Avenue; and
2. Authorizing the City Manager or designee to execute the lease amendment.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-26, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH WEST COAST ARBORIST FOR TREE MAINTENANCE SERVICES

On September 11, 2019 the Engineering Department issued a Request for Proposals (RFP) soliciting Tree Maintenance Services for the City of South El Monte. The three year contract expired November 2022.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 23-26, amending the contract with West Coast Arborists for an additional three months to complete tree timing work for fiscal year 2022/23 and increase the annual budget in the amount of \$200,000

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-27, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC FOR A PROPOSED DEVELOPMENT OF PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD ("PROPERTY")

A Memorandum of Understanding (MOU) regarding the proposed development of property located at 825 Lexington-Gallatin Road ("Property").

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-27, approving the MOU with MVP South El Monte I, LLC for a proposed development of property located at 825 Lexington-Gallatin Road ("Property"); and
2. Authorize the City Manager or designee to negotiate and execute the MOU.

GENERAL BUSINESS (CONTINUED)

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-28, APPROVING AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASING AGREEMENT WITH GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACING AT SHIVELY PARK

Staff seeks City Council approval to amend the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment at Shively Park.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-28, amending the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment Shively Park and increase compensation by \$44,196.06; and
2. Approve the use of \$44,196.06 of In-Lieu funds; and
3. Authorize the City Manager to negotiate a Memorandum of Understanding with the Valle Lindo School District for a Cost Share Agreement to receive reimbursement in the amount of \$18,032.00 from the Valle Lindo School District for the project.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. CORRESPONDENCE REGARDING SISTER CITIES PROGRAM BETWEEN CITY OF SOUTH EL MONTE AND GOMEZ PALACIO, DURANGO, MEXICO

Letter from Mayor Leticia Herrera, Gomez Palacio, extending interest in renewing the sisterhood between the City of South El Monte and the City of Gomez Palacio, Durango, Mexico

RECOMMENDED ACTION: Discussion and/or action.

11.b. CORRESPONDENCE FROM KUNSHAN, CHINA, FOREIGN AFFAIRS OFFICE WISHING TO RECONNECT INTERNATIONAL RELATIONS THROUGH FRIENDSHIP WITH THE CITY OF SOUTH EL MONTE

Kunshan, China wishes to reconnect international relations through friendship with the City of South El Monte.

RECOMMENDED ACTION: Discussion and/or action.

CORRESPONDENCE (CONTINUED)

11.c. CORRESPONDENCE FROM CONSULATE GENERAL OF THE PEOPLE'S REPUBLIC OF CHINA IN LOS ANGELES, REQUESTING TO RENEW SISTER CITY RELATIONSHIP BETWEEN CHINESE CITY XIANGTAN AND SOUTH EL MONTE

Lingzhi Yan, Vice Consul, Consulate General of the People's Republic of China in Los Angeles, requesting to talk about promoting Sister City Relationship between Chinese City Xiangtan and South El Monte.

RECOMMENDED ACTION: Discussion and/or action.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER RUDY BORJORQUEZ

1. Discussion in Regards to the "Sacrifice & Service" Event During the Week of Memorial Day.

Recommendation: Discussion and/or action.

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

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

Pursuant to Government Code Section 54952.3, 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 FEBRUARY 28, 2023

Staff is requesting approval of the Minutes of the February 28, 2023 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of February 28, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, April 11, 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 March, 2023



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: March 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 South El Monte Field of Valor Committee on an American Flag Project

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Plaque Presented to Magdalena "Maggie" Valdivia, Community Services Liaison, Los Angeles County Fire Department on her Retirement and 17 Years of Service

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Presentation by Amanda Mejia, Director of Government Affairs,
Athens Services, on Upcoming Events and Services

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. South El Monte - CC Presentation



SOUTH EL MONTE

Amanda Mejia
Government Affairs Director

March 28, 2023

01



athensservices.com

Table Of Contents

1. About Athens Services
2. Our Team
3. SB 1383 Update
4. Year in Review - 2023
5. Coming Up
6. Contact Us



Our Team



Amanda Mejia
Director of Government Affairs



David Miramontes
South El Monte Route Supervisor



Lita Cahuana
Municipal Account Manager

About Athens Services

Athens Services is a local, family-owned waste collection and recycling company that has been a fixture in the greater Los Angeles community for the past 60 years. We provide innovative, consistent, and quality environmental services to our more than 250,000 customers in the 50+ communities we serve. Through reuse, recycling, and composting, Athens diverts valuable resources from landfills.

Recycling



Special Waste



Organics Diversion



C&D Recovery



Solid Waste Collection



Street Sweeping Porter Services



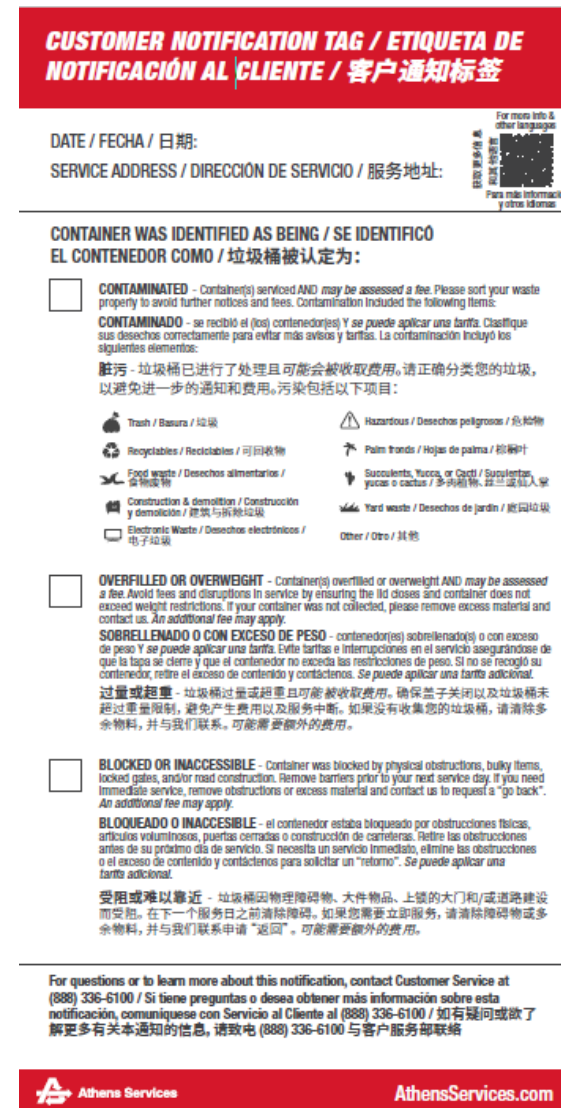
SB 13838 Update: Lid Flippers

Due to SB 1383, municipalities are required to monitor and audit the separation of organic waste from trash.

The Lid Flippers are designed to help identify and reduce contamination, by allowing drivers to sit on the right-hand side of the vehicle to flip lids and check for contamination.

With the addition of the Lip Flipper vehicles, Athens will not only help communities reduce contamination but also meet new recycling laws from the state.

Visit AthensServices.com/SB1383 to learn more!



1. Driver sits on the right-hand of the vehicle

2. Flips the lid of the container

3. Checks for contamination

athensservices.com



Year in Review - 2022

Athens Services in South El Monte.

Environmental Impact

- Diverted 7,082 Tons of Solid Waste
- Collected 6.4 Tons of Christmas Trees
- Distributed 40 Tons of Compost

Social Impact

- Small Business Community
- Youth Programming
- Sports Programming
- Community Events



Coming Up

- South El Monte Spring Clean Up Week
 - Monday, March 27 - Friday, March 31
 - Athens Services will pick up all bulky items on your service day.
 - All refuse must be placed in piles at curbside by 6:00 am on the day of the pickup.
 - Not Acceptable:
 - Hazardous waste (any product labeled toxic, poisonous, corrosive, flammable, combustible or an irritant), tires, and paint will not be accepted.

SOUTH EL MONTE SPRING CLEAN UP WEEK



Athens Services

MONDAY, MARCH 27 - FRIDAY, MARCH 31, 2023

IT'S THAT TIME OF YEAR TO DO SOME SPRING CLEANING!

Athens Services will pick up all bulky items on your service day during the week of March 27-31, 2023.

All refuse must be placed in piles at curbside by 6:00 a.m. on the day of the pickup.



ACCEPTABLE ITEMS

- Air conditioners
- Bed springs
- Chairs
- Couches
- Dressers
- Dryers
- Freezers
- Furnaces
- Mattresses
- Patio furniture
- Refrigerators
- Stoves
- Tables
- Washers
- Water heaters

NOT ACCEPTABLE

Hazardous waste (any product labeled toxic, poisonous, corrosive, flammable, combustible or an irritant), tires and paint will not be accepted

Please call Athens for additional information at (888) 336-6100.

Disclaimer: This service is for residents of the City of South El Monte only. Residents in unincorporated County areas will not receive this service, as they are assigned a different hauler.

AthensServices.com (888) 336-6100



Contact Us

Customer Service
(888) 336-6100

Social Media
@athensservices



THANK YOU.





City Council Agenda Report

Agenda Item No. 4.d.

DATE: March 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 Christina Monzer, The Robert Group, on the Puente Hills Land Fill Park

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Puente Hills Landfill Park

“Today marks a special moment in our fight for environmental justice. Having grown up in La Puente, I can still remember the smells that the landfill emitted throughout my family’s neighborhood. It has been 6 years since the Puente Hills Landfill Park Master Plan was completed, and 9 years since the landfill closed. Our communities have waited far too long for this park. Today is the day we make it a reality.”

Supervisor Hilda Solis



EASTERN
DECK

SOUTHERN
DECK

NIKE HILL

WESTERN
DECK

PUENTE HILLS

DRONE IMAGE
LOOKING SOUTH

1994

County Supervisor Hilda Solis Authors Legislation Requiring That The Puente Hills Landfill Be Converted To A Public Park After Its Closure,

2023

Department of Parks and Recreation and Studio-MLA Kick-Off A Robust Outreach Plan, Collaborating with The Robert Group, Kounkey Design Initiative, Nature For All, and Active-SGV

2020

Los Angeles County Sues The Sanitation Districts, Accusing the Agency of Failing To Pay For The Park's Construction

2022

The Los Angeles County Board of Supervisors Reallocate The Funds From Diamond Bar Golf Course And Approve \$28 Million To Build The Park

Department of Parks and Recreation Announces Plan For Design and Construction, Hires Studio-MLA to Lead Design and Engagement

2016

Puente Hills Landfill Park Master Plan Envisions Over 100 Acres of Future Green Space, Unanimously Approved by the Los Angeles County Board of Supervisors

2021

The Los Angeles County Metropolitan Transportation Authority Sells 9.13 Acres of Diamond Bar Golf Course For \$28,250,000

Settlement of Los Angeles County's Lawsuit Against The Sanitation Districts Approved By The Board of Supervisors

2013

Puente Hills Landfill Closes, Continues Material Recovery Management and Energy Capture



2016 Master Plan Recap



5 community workshops
with Spanish, Mandarin and Korean translation

16,500 mailers

Technical Advisory Committee
Flyers to schools, community centers, churches

70+ social media posts

Over 1,467 public supporters
46 EIR letters, 294 online and 1,127 paper petition signers

Over 435 bike park & trail system supporters

Youth Ambassador program @ **8 high schools**

18 Stakeholder Interviews

26 outreach presentations

875 e-mail blast subscribers

PROJECT
GOALS

PARK FOR ALL
GATEWAY TO NATURE FOR DIVERSE AUDIENCES
UNIQUE REGIONAL DESTINATION - AN EXPRESSION OF
PLACE
RANGE OF ACTIVITIES + PROGRAM INTEGRATED WITH
NATURE

2016 Master Plan Recap

Approved by
the Board of
Supervisors
October 25,
2016
FINAL PEIR –
September
2016



Built over +75 years in phases

MASTER PLAN PHASE 1 – DEPARTURE POINT



2016 Master Plan Recap

Program approved by the PEIR

Structures

Visitor Education Center
Restroom Facilities
Staff Office
Nike Hill Café and Overlook
Shade + Picnic Kiosk
Infrastructure
Maintenance Yard
Loop Road
Facilities
Parking
Site Security
Shuttle System
Utilities



2016 Master Plan Recap

Program approved by the PEIR

Recreation

Trails, Loops and Stair Climbs

Children's Play Area

Slides

Nature Play

Performance Space(s)

Bike Skills + Bike

Rentals

Fitness Zones +

Exercise Areas

Picnic Areas

General Park

Amenities



2016 Master Plan Recap

Program approved by the
PEIR

Interpretive
Plant Nursery + Habitat
growth

Bird and Nature
Observation

Civic and Temporary Art



PUENTE HILLS LANDFILL

It received nearly 130 million tons of garbage.

If that were an elephant burial ground, its tonnage would represent about 15 million elephants, that equivalent to every living elephant on earth, times twenty.

If it were an automobile burial ground, it could hold every car produced in America for the past fifteen years.



PUENTE HILLS LANDFILL HISTORY

1957

Privately-owned
San Gabriel Valley Dump

1970

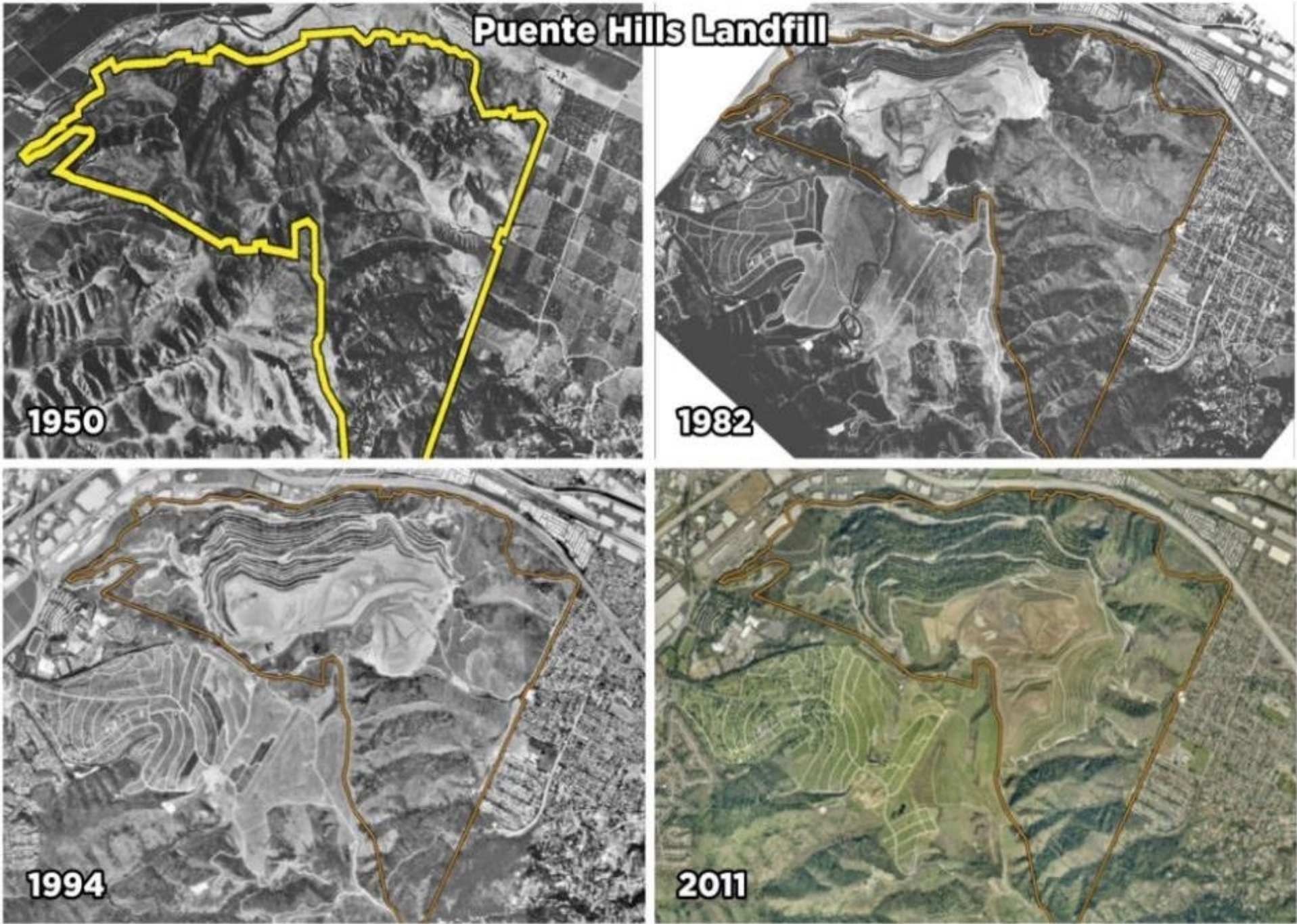
Purchased By
Sanitation Districts

1983

CUP No. 2235 –(1) issued.
First of 3 10- year CUPs

2013

Landfill Closes



Fresh Kills

Staten Island, New
York

A place for wildlife, recreation, science,
education, and art.

Only accessible during scheduled park
programs which provide early access to
learning and exploration opportunities.

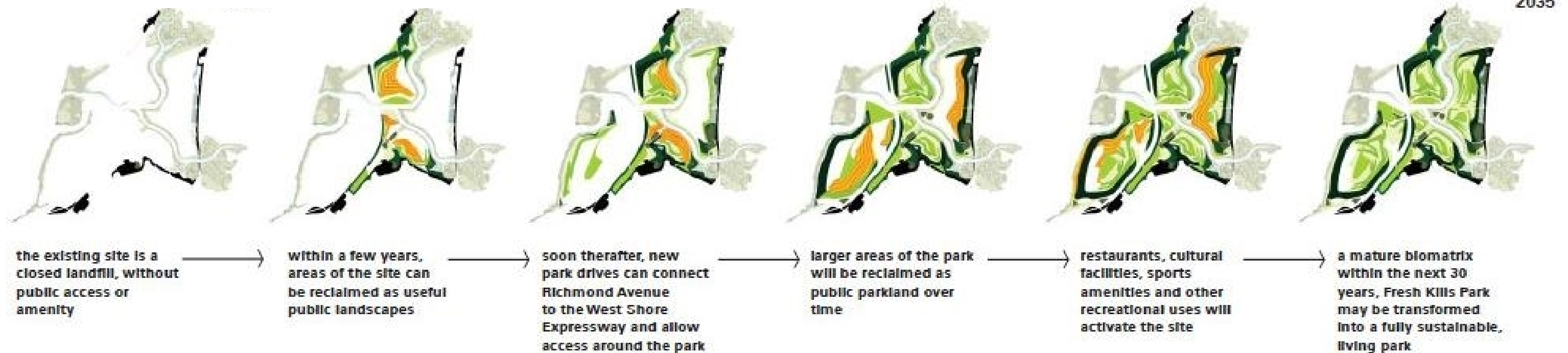


2200 acres



“The birds don’t know it’s a landfill underneath here, they don’t care.”

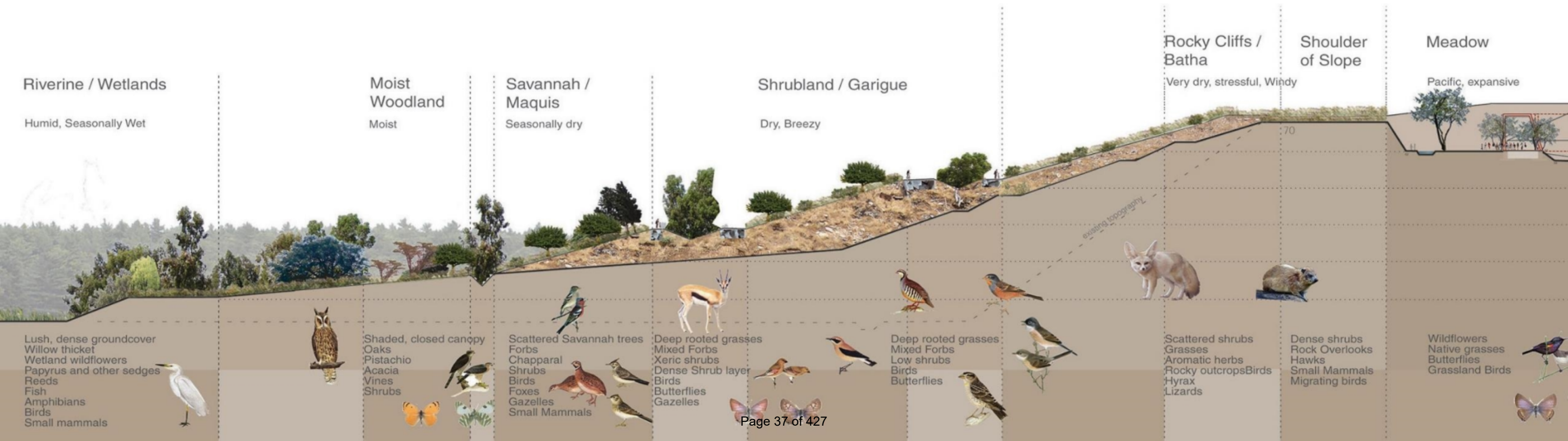
-Cait Field, Scientist at Fresh Kills



Ariel
Sharon
Park
Tel Aviv, Israel

2000 acres

Ariel Sharon Park
Tel Aviv, Israel



South Coast Botanic Garden Palos Verdes Peninsula, California



MOUNT WILSON

MOUNT SAN ANTONIO

SAN GABRIEL
RIVER

CITY OF INDUSTRY

SAN JOSE CREEK

60

STUDIO MLA

DRONE IMAGE
LOOKING NORTH WEST

We want to hear from you!

PUENTEHILLSLANDFILLPARK.ORG

info@puentehillslandfillpark.org

   **@PHLandfillPark**

YOU CAN ALSO REACH OUR TEAM LEADERS @

Megan Horn

Consultant Team, Studio-MLA
Project Director
megan@Studio-MLA.com

Daniel Abratte

LA County Parks and Recreation
Project Manager
dabratte@parks.lacounty.gov



City Council Agenda Report

Agenda Item No. 4.e.

DATE: March 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 February

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Crime Statistics

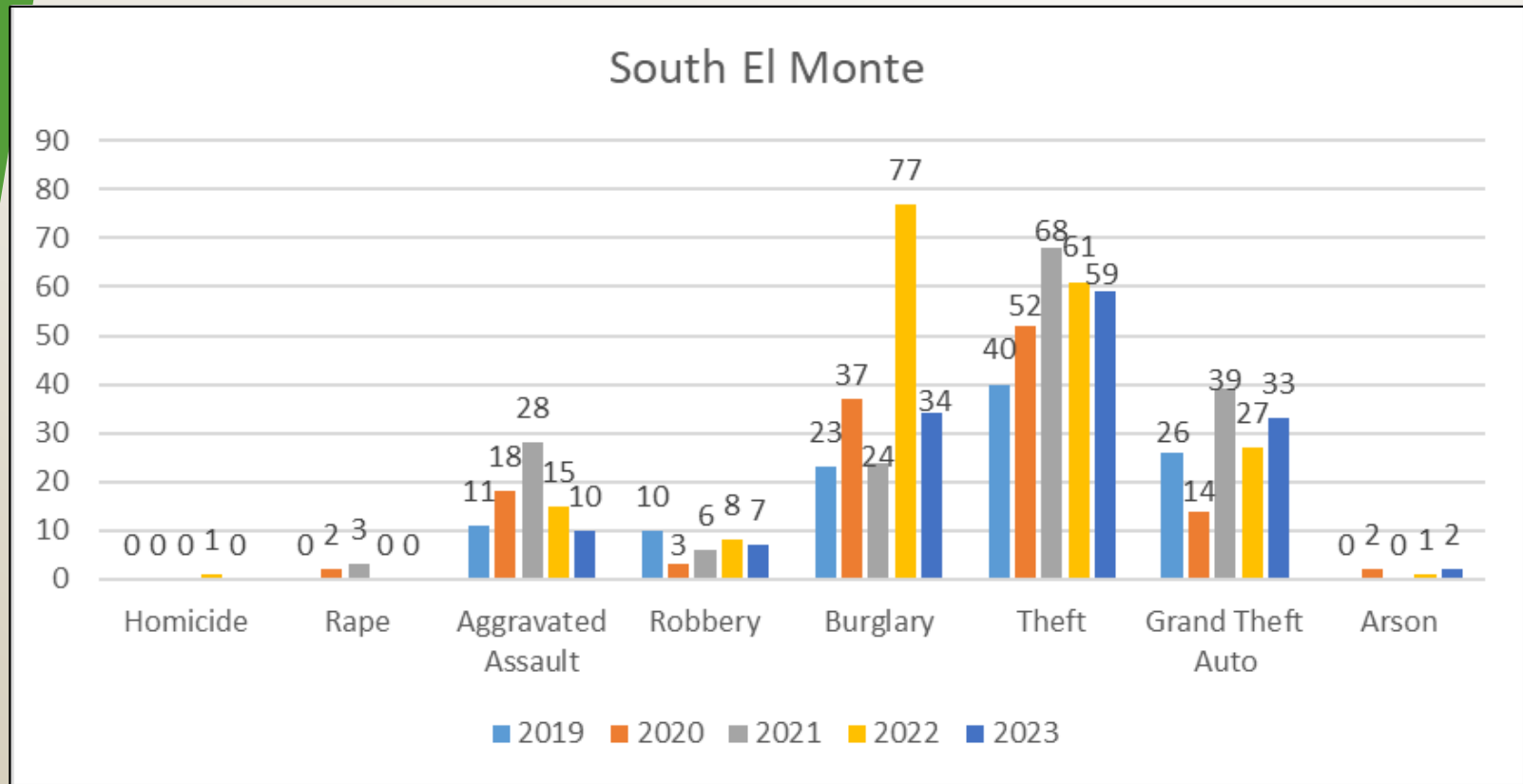
South El Monte February 2023

Crime Statistics



South El Monte

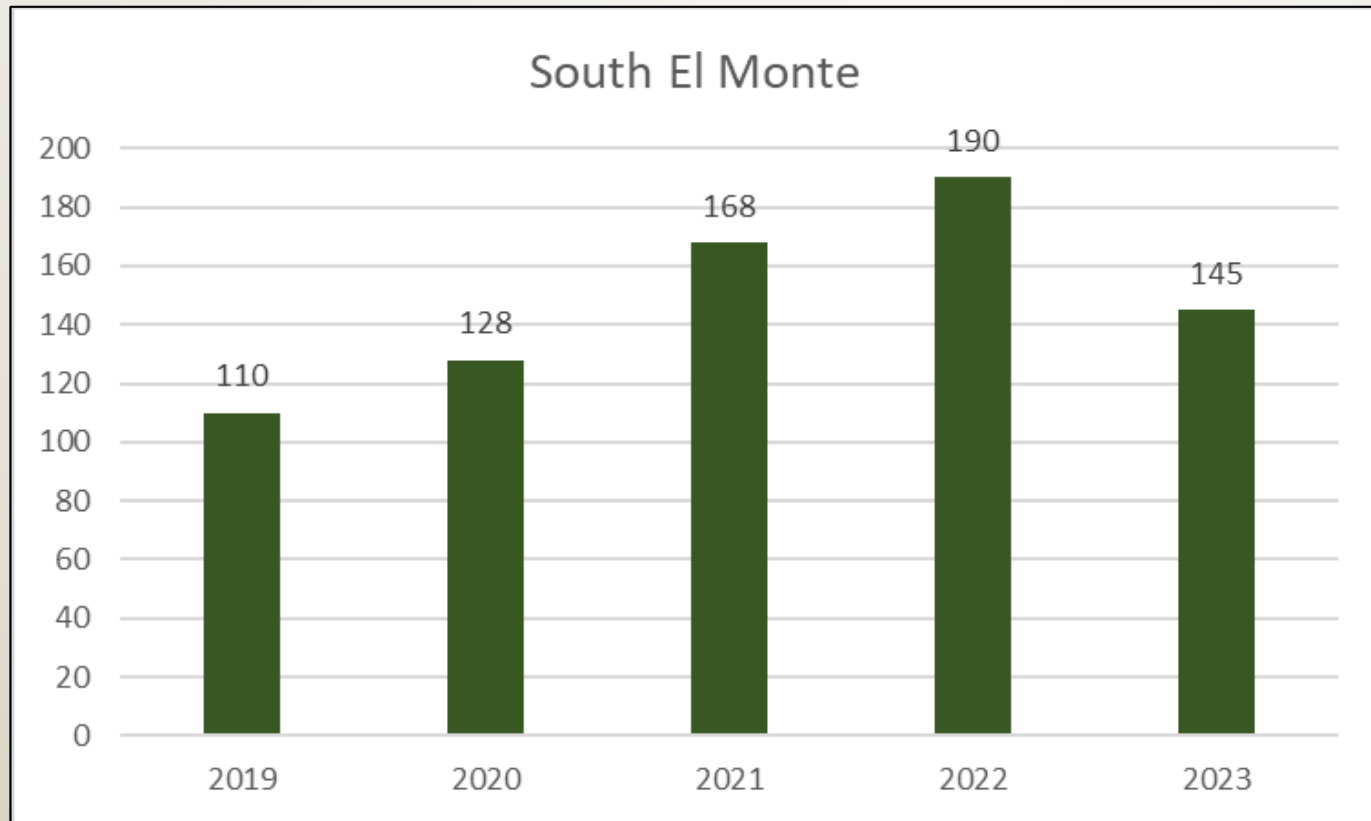
Part I Crime Statistics – February 2019-2023



South El Monte	1 yr % change	5 yr % change
Homicide	-100%	NC
Rape	NC	NC
Aggravated Assault	-33%	-9%
Robbery	-13%	-30%
Burglary	-56%	48%
Theft	-3%	48%
Grand Theft Auto	22%	27%
Arson	100%	NC
Total	-24%	32%

South El Monte

Part I Crime Statistics – February 2019-2023



South El Monte

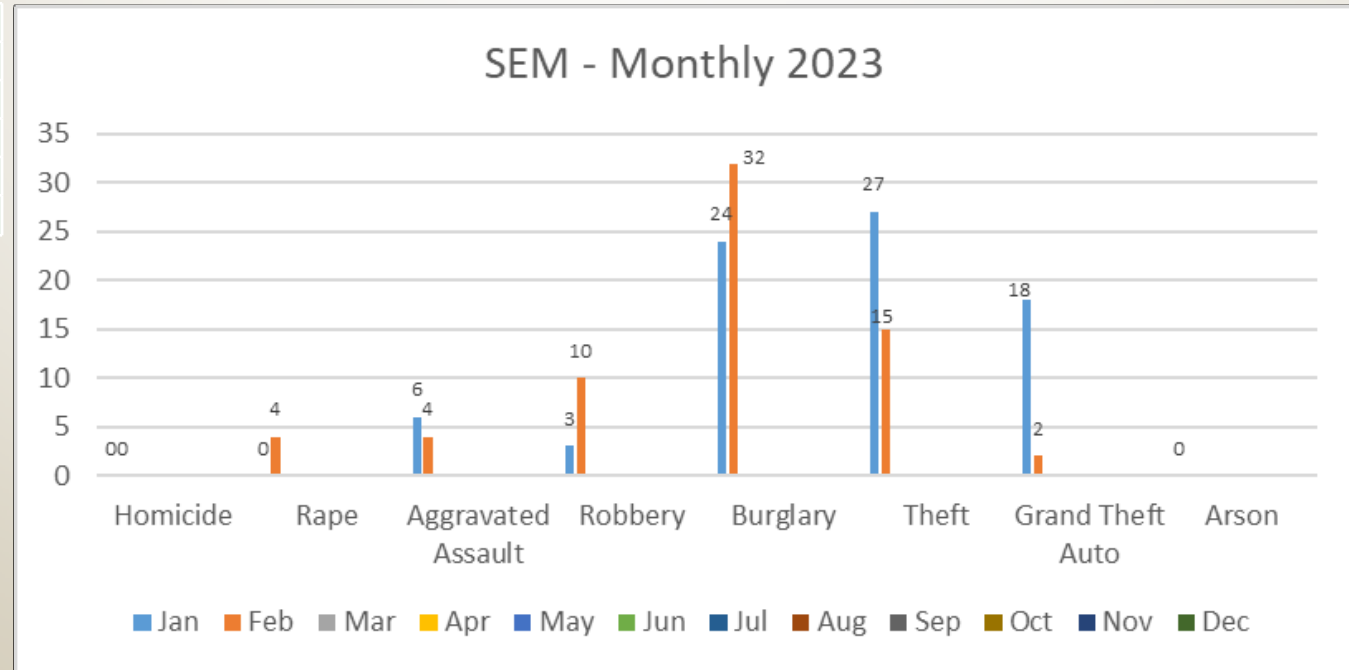
Part I Crime Statistics – Monthly Breakdown 2023 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0											0
Rape	0	0											0
Aggravated Assault	6	4											10
Robbery	3	4											7
Burglary	24	10											34
Theft	27	32											59
Grand Theft Auto	18	15											33
Arson	0	2											2
Total	78	67	0	0	0	0	0	0	0	0	0	0	145

South El Monte	
Res Burg	1
Other Burg	33
Petty Theft	10
Grand Theft	30
Theft from Vehicle	19

YTD 02/28

SEM	2022	2023
Arrests	132	168





City Council Agenda Report

Agenda Item No. 4.f.

DATE: March 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 February

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement - Public Safety Report - February 2023

City of South El Monte

Public Safety Report



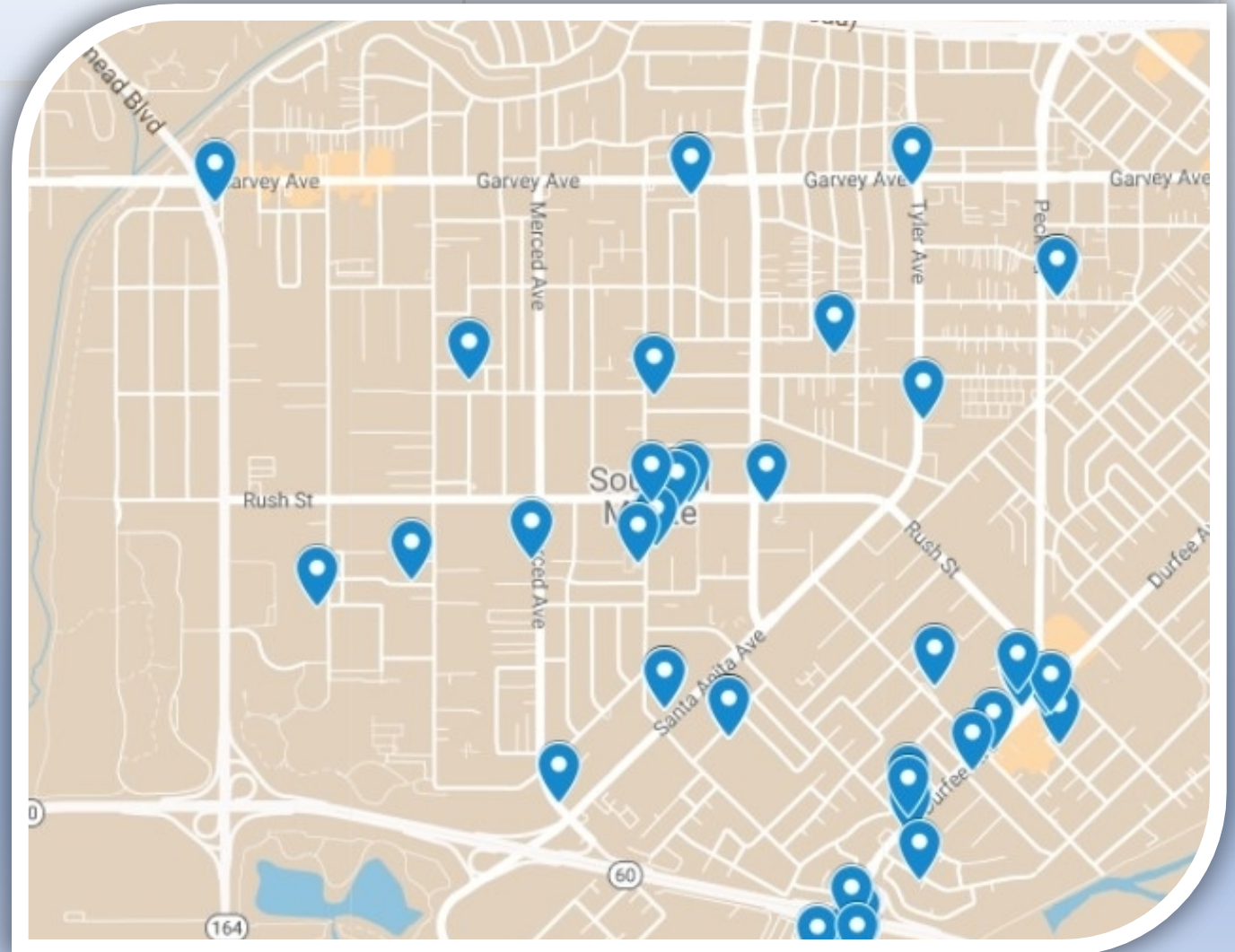
February 2023 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

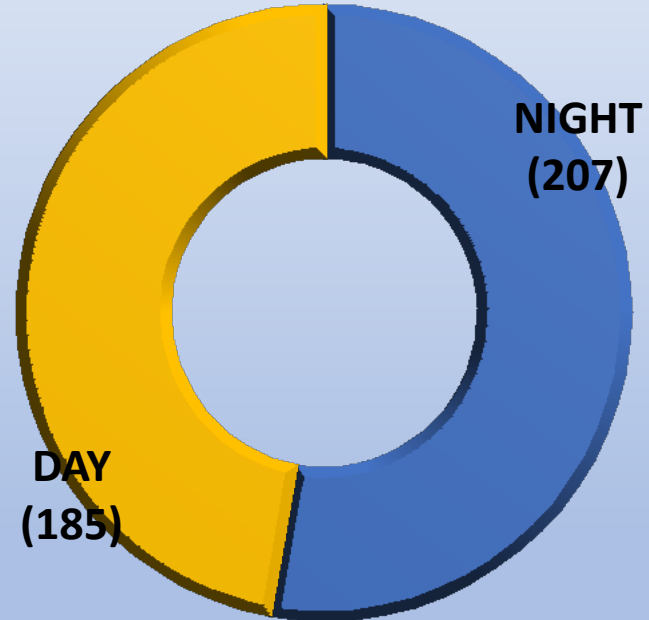
February - 82

Property Maintenance.....	9
Health and Safety / Public Nuisance..	3
Streets/PublicPlaces.....	14
Vehicle/Traffic.....	7
Business.....	16
Zoning.....	4
Building Code	5
Homeless	18
Bulk/Illegal Dumping	5
Street Vendors.....	1



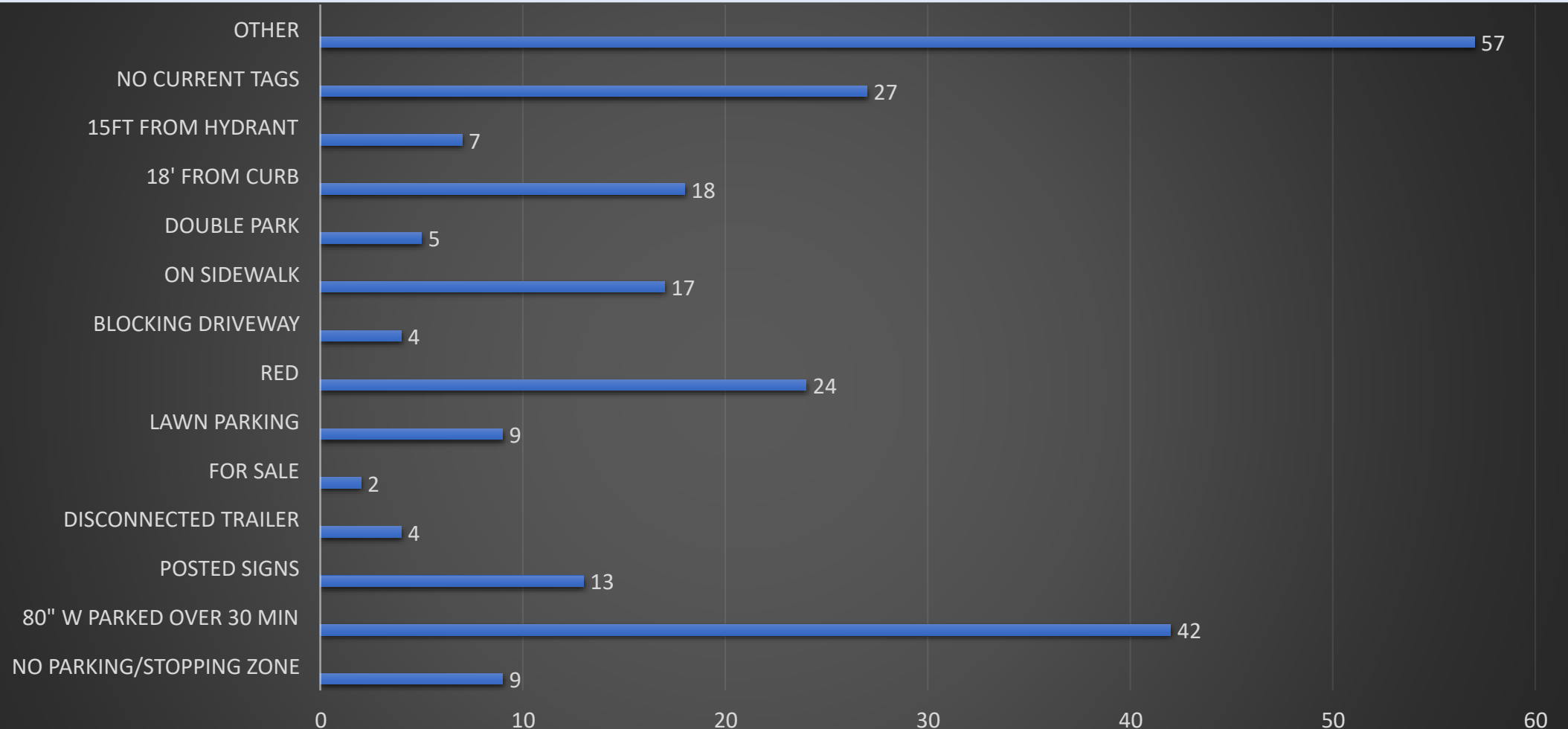
Parking Citations – Street Sweeping

FEBRUARY – 392



Parking Citations

December - 574





City Council Agenda Report

Agenda Item No. 7.a.

DATE: March 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 REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 14, 2023

SUMMARY: Staff is requesting approval of Minutes for the March 14, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the March 14, 2023 Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 14, 2023 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:08 PM and announced due to technical difficulties the meeting started at this time.

PRESENT: Councilmember(s): Acosta, Bojorquez, Delgado, Mayor Pro Tem Angel 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, Finance Director, Guillermo Arreola, Planning Manager; and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Councilmember Manuel Acosta led the Pledge of Allegiance.

3. INVOCATION – Danny Olmos, audience participant and husband of Mayor Gloria Olmos offered the Invocation.

4. PRESENTATIONS

- 4.a.** Mayor Olmos and City Council presented Certificates of Recognition to the South El Monte High School Lady Eagles Wrestling Team for being chosen the team of the month by the California Interscholastic Federation (CIF) and the Army National Guard for the academic excellence and community service.

Crystal Lopez, Representing Senator Susan Rubio's Office, presented Certificates of Recognition to the South El Monte High School Lady Eagles Wrestling Team.

- 4.b.** Mayor Olmos and City Council presented a Certificate of Recognition to South El Monte High School student and Lady Eagles Wrestler Daisy Ayala for her performance at the 2023 California Interscholastic Federation State Wrestling Meet.

Crystal Lopez, Representing Senator Susan Rubio's Office, presented a Certificate of Recognition to Daisy Ayala.

- 4.c.** Mayor Olmos and City Council presented a proclamation to Patty Madera, Interim Executive Director, Greater San Gabriel and Pomona Valley American Red Cross, proclaiming the month of March 2023 as American Red Cross month.

Crystal Lopez, Representing Senator Susan Rubio's Office, presented a Certificate of Recognition to Ms. Madera on behalf of American Red Cross.

- 4.d.** Acting Assistant Fire Chief Gerald Gonzales thanked City Council for recognizing Fire Station 90 during the Pancake Breakfast, introduced Fire Station 90 crew members, announced Magdalena "Maggie" Valdivia, Community Services Liaison will be retiring, and presented City Council with a gift bag.

Staff was directed to add a Plaque of Recognition for Maggie Valdivia at the next regular city council meeting.

- 4.e.** Alison Linder, Senior Regional Planner and Clean Cities Coalition Director, Southern California Association of Governments, provided a PowerPoint (via zoom) on South El Monte Electric Vehicle Charging Station Plan.

- 4.f.** Tony Chiappetta, CEO, Advanced Microcomputing Concepts Inc., presented a PowerPoint on the City's Technology Infrastructure.

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

Mayor Olmos announced there was a walk-on item. City Attorney Anthony R. Taylor stated the item arose after the posting of the agenda, and it can be added under Councilmember Delgado's Agenda as Item 12.b. for Approval of a Fee Waiver Request by South El Monte High School Girls Wrestling Team for a Sports Banquet.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to approve the agenda as amended, and add walk-on Item 12.b. 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

Mayor Olmos requested to take action on agenda Item 11.a. at this time.

CORRESPONDENCE

11.a. LETTER FROM EPIPHANY CATHOLIC SCHOOL REQUESTING A FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINING ROOM TO HOST A SPRING TEA PARTY EVENT

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to approve a facility reservation fee waiver for the use of the Senior Center dining room on Sunday, March 26, 2023, from 8:00 a.m. to 7:00 p.m. to host a Spring Tea Party event, in the amount of \$2,176.00. 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.

1. Helen Romero Shaw (via Zoom), SoCal Gas Company Liaison, shared information on the recent gas price increases, announced collection activity are being delayed, and there are assistance programs the public can apply for.
2. Eduardo Saucedo, South El Monte resident, voiced concern with residents not being able to afford electric vehicles, inquired about Senator Rubio's 1.7 billion housing development, and suggested the city hold a memorial for Mr. Sevy, South El Monte resident.
3. Ruby Rose Yopez, (via Zoom) thanked the city for participating in the electric vehicle charging station study, spoke of air pollution in the City, and provided information on incentives and money available for businesses and cities to update their infrastructure to prepare for electric vehicles.
4. Jacqueline Rubio, Valle Lindo School District Board Member, thanked the City Council for the work being done at Shively school and looks forward to continuing working with the City.
5. Edward Rozuk, voiced concern with increased car and home break-ins on Allgeyer Avenue, requested additional patrol from the Sheriff's Department, and requested the street be repaved.
6. William Gil, representing Knights of Columbus and Epiphany Catholic Church, thanked the City for the directional signs posted near the parish, and spoke in support of agenda item 12.a.1.

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

7. CONSENT CALENDAR

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to approve the Consent Calendar. 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

7.a. Approved the Minutes of the Special City Council Meeting of February 22, 2023, and Regular City Council Meeting of February 28, 2023.

7.b. Adopted Resolution No. 23-22, authorizing payment of City expenditures for the period of March 1, 2023, through March 14, 2023, totaling \$1,102,123.12.

7.c. Approved rejecting the proposal received and authorized re-advertising the RFP for newsletter publishing services.

8. PUBLIC HEARINGS – None.

At 8:18 p.m. Mayor Olmos called for a recess. At 8:27 p.m. Mayor Olmos reconvened the meeting.

9. GENERAL BUSINESS

9.a. APPOINTMENT OF COMMISSIONERS TO THE NEWLY ESTABLISHED ADVANCEMENT OF WOMEN AND GIRLS COMMISSION AND CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-23, FIXING THE AMOUNTS AND CONDITIONS OF COMPENSATION FOR THE COMMISSION

Mayor Olmos introduced the item.

A motion was made by Mayor Olmos, seconded by Councilmember Acosta to appoint **Emily Lares** to the Advancement of Women and Girls Commission. Motion failed 2-1-2 by the following vote:

AYES: Councilmember(s): Acosta and Mayor Olmos

NAYS: Councilmember(s): Bojorquez

ABSTAINED: Councilmember(s): Delgado and Mayor Pro Tem Angel

GENERAL BUSINESS (CONTINUED)

9.a. CONTINUED

A motion was made by Olmos, seconded by Councilmember Acosta to appoint **Divina Montejano** to the Advancement of Women and Girls Commission. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Bojorquez

A motion was made by Councilmember Delgado, seconded by Councilmember Acosta to appoint **Mirna Ivette Sanchez** to the Advancement of Women and Girls Commission. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Mayor Pro Tem Angel

A motion was made by Councilmember Acosta, seconded by Mayor Olmos to appoint **Nydia Romero** to the Advancement of Women and Girls Commission. Motion failed 2-0-3, by the following vote:

AYES: Councilmember(s): Bojorquez and Mayor Olmos

NAYS: Councilmember(s): None

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

A motion was made by Mayor Olmos, seconded by Councilmember Acosta to appoint **Elizabeth Ramirez** to the Advancement of Women and Girls Commission. Motion passed 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Delgado

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to appoint **Gracie Retamoza** to the Advancement of Women and Girls Commission. 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

GENERAL BUSINESS (CONTINUED)

9.a. CONTINUED

A motion was made by Councilmember Acosta, seconded by Councilmember Bojorquez to appoint **Jacqueline Rubio** to the Advancement of Women and Girls Commission. 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

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to adopt Resolution No. 23-23, fixing the amounts and conditions of compensation for the Advancement of Women and Girls Commission, and appointment of Divina Montejano, Mirna Ivette Sanchez, Elizabeth Ramirez, Gracie Retamoza, and Jacqueline Rubio to the commission. 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. APPOINTMENT OF COMMISSIONERS TO THE PATRIOTIC COMMISSION

A motion was made by Councilmember Delgado, seconded by Councilmember Acosta to appoint **Naomi Lopez** to the Patriotic Commission. 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

A motion was made by Councilmember Delgado, seconded by Councilmember Bojorquez to appoint **Rudy Lopez** to the Patriotic Commission. 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

A motion was made by Councilmember Acosta, seconded by Mayor Olmos to appoint **Alejandro Miramontes de Anda** to the Patriotic Commission. 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

GENERAL BUSINESS (CONTINUED)

9.b. CONTINUED

A motion was made by Councilmember Acosta, seconded by Mayor Olmos to appoint **Valerie Bechtold** to the Patriotic Commission. Motion passed 4-0-1, by the following vote:

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

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to appoint **Blanca Figueroa** to the Patriotic Commission. 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

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve appointment of Naomi Lopez, Rudy Lopez, Alejandro Miramontes de Anda, Valerie Bechtold, and Blanca Figueroa to the Patriotic Commission. 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.c. APPOINTMENT OF COMMISSIONERS TO THE COMMUNITY SERVICES COMMISSION

Mayor Olmos announced the item.

A motion was made by Councilmember Bojorquez, seconded by Councilmember Acosta to approve appointment of **Gerardo Diaz, Ingrid Aguilar, Hortencia Vasquez, David Mai, and Heliodoro Duarte** to the Community Services Commission. 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

GENERAL BUSINESS (CONTINUED)

9.d. APPOINTMENT OF COMMISSIONERS TO THE PLANNING COMMISSION

Mayor Olmos announced the item.

A motion was made by Councilmember Bojorquez, seconded by Councilmember Delgado to appoint **Jeff Ortiz** to the Planning Commission. 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

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to appoint **Leo Barrera** to the Planning Commission. 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

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to appoint **Roberto Sanchez** to the Planning Commission. Motion passed 3-0-2, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Bojorquez and Delgado

A motion was made by Councilmember Acosta, seconded by Councilmember Bojorquez to appoint **Kenneth Tang** to the Planning Commission. Motion passed 3-0-2, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAINED: Councilmember(s): Acosta and Mayor Pro Tem Angel

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to appoint **Larry Rodriguez** to the Planning Commission. 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

GENERAL BUSINESS (CONTINUED)

9.d. CONTINUED

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve appointment of Jeff Ortiz, Leo Barrera, Roberto Sanchez, Kenneth Tang, and Larry Rodriguez to the Planning Commission. 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.e. APPOINTING MEMBERS TO ATTEND THE NATIONAL ASSOCIATION OF LATINO ELECTED & APPOINTED OFFICIALS (NALEO) 40TH ANNUAL CONFERENCE, JULY 10-14, 2023, TO BE HELD AT THE NEW YORK MARRIOTT MARQUIS, NEW YORK CITY

Mayor Olmos announced the item.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve the attendance of all City Councilmembers to the NALEO Conference, July 11-14, 2023 to be held in New York City. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.f. CONSIDERATION AND APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR AUDITING SERVICES

Mayor Olmos announced the item and Finance Director Masami Higa provided additional information to support his recommendation to solicit RFPs for auditing services.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve the RFP to solicit proposals from qualified Certified Public Accounting firms for auditing services. 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 City's Community Bike Ride, South El Monte Little League Opening Day Ceremony, and the City's Neighborhood Watch Meeting.

Councilmember Bojorquez announced his attendance at the City's Community Bike Ride, South El Monte Little League Opening Day Ceremony, the City's Baby Pageant, and the Senior Center's St. Patrick's Day Luncheon.

Councilmember Delgado announced his attendance at South El Monte Little League Opening Day Ceremony, the City's Neighborhood Watch Meeting, and Greater Los Angeles County Vector Control District meeting.

Mayor Pro Tem Angel announced his attendance at South El Monte Little League Opening Day Ceremony, the City's Neighborhood Watch Meeting, and the Senior Center's St. Patrick's Day Luncheon.

Mayor Olmos announced her attendance at the Senior Center's St. Patrick's Day Luncheon, South El Monte Little League Opening Day Ceremony, the City's Neighborhood Watch Meeting, the Los Angeles County Sanitation District meeting, and announced SEAACA still has pet adoptions available.

Item 11.a. previously approved after Approval of Agenda.

11. CORRESPONDENCE

11.a. LETTER FROM EPIPHANY CATHOLIC SCHOOL REQUESTING A FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINING ROOM TO HOST A SPRING TEA PARTY EVENT

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM RICHARD ANGEL

1. Consideration of Adding the Knights of Columbus Emblem to the Santa Anita Entry Sign.

Mayor Pro Tem Angel stated the Knights of Columbus are requesting their emblem be added to the city's entry sign and they would pay the cost.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve adding the Knights of Columbus Emblem to the Santa Anita entry sign. 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

COUNCILMEMBERS' AGENDA (CONTINUED)

WALK ON ITEM APPROVED UNDER APPROVAL OF AGENDA

12.b. COUNCILMEMBER HECTOR DELGADO

1. South El Monte High School Girls Wrestling Team is Requesting a Fee Waiver for the Use of the Senior Center on Thursday, March 23rd to Host a Sports Banquet from 6:00 – 8:00 p.m.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Bojorquez to approve the fee waiver request made by the South El Monte High School Girls Wrestling Team in the amount of \$850. 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

13. CLOSED SESSION – None.

14. ADJOURNMENT

At 9:03 p.m. Mayor Olmos adjourned the meeting in memory of Tony Lim, South El Monte resident, and Rafael Fregoso Delgado, South El Monte resident and Uncle to Councilmember Delgado, to a Regular Meeting on Tuesday, March 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: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-24, APPROVING WARRANTS FOR THE PERIOD OF MARCH 15, 2023 THROUGH MARCH 28, 2023

SUMMARY: Authorizing payment of City expenditures for the period of March 15, 2023 through March 28, 2023, totaling \$600,093.43.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-24 authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-24
- B. Warrant Register

ATTACHMENT A

RESOLUTION NO. 23-24

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MARCH 15, 2023, THROUGH MARCH 28, 2023,
TOTALING \$600,093.43.

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 22/23	Electronic Warrants	3/15/23-3/28/23	DFT0000509-534	\$141,916.69
FY 22/23	Regular Warrants	3/15/23-3/28/23	11947-12028	\$335,731.53
Payroll	Check	PPE 03/18/23	1341-1349	\$7,495.43
Payroll	Direct Deposit	PPE 03/18/23	3523-3605	\$114,949.78

TOTAL EXPENDITURES RESOLUTION NO. 23-24 \$600,093.43

PASSED, APPROVED, AND ADOPTED this 28th day of March 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. 23-24, 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 March 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register

Council Meeting 03/28/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.1020	CASH			CASH/ CHANGE BOX	750.00
01.0000.0000.1020	CASH			CASH/ CHANGE BOX	(750.00)
01.0110.1170.5966	DIANNA GOMEZ	11947	03/09/2023	FEB'22-FEB'23 MILEAGE REIMBURSEMENT	2,517.03
01.0150.1505.5406	PAOLA LARA	11948	03/09/2023	WOMEN'S EVENT RAFFLE PRIZES #623	148.50
01.0150.1505.5406	PAOLA LARA	11948	03/09/2023	WOMEN'S EVENT RAFFLE PRIZES #623	140.68
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11949	03/13/2023	MAR'23 ADMIN	1,200.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	11949	03/13/2023	MAR'23 MISC	528.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11951	03/13/2023	PPE 3/4/23	4,840.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1402 IRR LERMA	1,254.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/21-2/21 1819 CENTRAL	385.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1450 LIDCOMBE	1,322.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1500 CENTRAL	222.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1341 ISLAND/ SANTA ANITA	38.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1450 LIDCOMBE	267.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	3/1-4/1 1900 N CENTRAL	108.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1530 IRRG CENTRAL	218.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	3/1-4/1 1415 N SANTA ANITA	72.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1415 IRRG SANTA ANITA	336.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11952	03/13/2023	1/20-2/21 1556 IRRG CENTRAL	218.90
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	11953	03/13/2023	A. REYES GARNISHMENT 3/4/23	8.15
01.0000.0000.1020	IRMA S. PENICHE	11955	03/21/2023	CASH/ CHANGE BOX	750.00
01.0170.1720.5520	A & R SAFE & LOCK CORP.	11956	03/22/2023	KEYS & TAGS/ YARD	58.98
45.0900.9000.5977	ACOSTA GROWERS, INC.	11957	03/22/2023	MAXSON & M. HUNT PRKWY/ MEDIAN LANDSCAPE	220.50
68.0900.9000.5974	ACTIVE SAN GABRIEL VALLEY	11958	03/22/2023	DEC'22 PJT ADMIN SVCS #238	4,665.25
68.0900.9000.5974	ACTIVE SAN GABRIEL VALLEY	11958	03/22/2023	JAN'23 PJT ADMIN SVCS #238	5,075.88
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11959	03/22/2023	MAR'23 CLOUD SVCS	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11959	03/22/2023	MAR'23 MANAGED SVCS	13,550.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	11959	03/22/2023	MAR'23 OFFICE 365	4,984.80
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	JAN'23 COVID-19 LEGAL SVCS #505	20.10
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	FEB'23 GENERAL	18,850.21
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	JAN'23 PERSONNEL	17,714.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	FEB'23 PLANNING	3,919.20
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	FEB'23 PUBLIC WORKS- ENG	966.90
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	FEB'23 FINANCE	499.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	FEB'23 CODE ENFORCEMENT	839.90
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	FEB'23 LABOR NEGOTIATIONS	112.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	11960	03/22/2023	1/31 CODE ENFORCEMENT	56.00
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	SCREEN/ MAYORS MONITOR CREDIT	(52.48)
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	OFFICE SUPP/ BLDG & SAFETY	94.78
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	DECAL STICKER/ NEW VEHICLE/ TRANSPORTATION	30.02
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CHRISTMAS EVENT SUPPLIES	32.95
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	AFTER SCHOOL PRGM SUPP	55.05

01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	24' COMPUTER SCREEN/ FINANCE	153.22
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	AFTER SCHOOL PRGM SUPP	340.66
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CITY COUNCIL SUPPLIES	56.64
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	RAFFLE TICKETS/ SPECIAL EVENTS	60.64
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	MONITOR/ MAYORS OFFICE	280.61
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	PRINTER INK	70.54
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CHRISTMAS EVENT SUPPLIES	156.16
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	SLIDING DOOR STICKETS/ CCTR	53.23
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	BUNGEE CORDS FOR WALKER/ TRANS	50.74
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	FREEZER CURTAIN/ SCTR	98.12
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	NAPKIN SUPP/ NUTR PRGM SILVERWARE	91.39
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CITY COUNCIL OFFICE/ DESKTOP	46.29
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CITY COUNCIL OFFICE/ DOCKING STATION	26.45
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CITY COUNCIL OFFICE SUPP	24.64
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	SINK/ COUNCIL OFFICE	19.79
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	APPLE MOUSE/ R. BOJORQUEZ #622	76.06
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CITY COUNCIL OFFICE/ HEATER	61.26
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	COM PROMOS/ WOMEN'S COMM EVENT #623	105.70
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	COM PROMOS/ WOMEN'S COMM EVENT #623	60.41
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	COM PROMOS/ WOMEN'S COMM EVENT #623	60.41
01.0170.1710.6015	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CITY HALL EQUIP/ VACUUM	109.14
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	AFTER SCHOOL PRGM SUPP	34.21
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	BABY PAGEANT SUPPLIES	77.92
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	OFFICE SUPP/ BLDG & SAFETY	29.76
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	A/P & PAYROLL CHECK STOCK	188.49
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CERTIFICATE FRAMES/ COUNCIL MEETINGS	108.00
01.0110.1170.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	USB CHARGER- CREDIT	(13.12)
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	PRINTER INK CREDIT	(62.55)
01.0150.1530.6020	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	SOUNDPROOFING SUPP/ SCTR POOL ROOM	518.88
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	11961	03/22/2023	CONES/ DIGNITARY PARKING	143.42
01.0170.1720.5720	AQUA PURE DRINKING WATER	11963	03/22/2023	MAR'23 DRINKING WATER	60.47
01.0100.1050.5934	ARTURO V HERNANDEZ	11964	03/22/2023	3/1/23 LIVESCAN REIMB	28.00
01.0170.1770.5525	AUTOZONE	11965	03/22/2023	PCV VALVE REPLACEMENT #9	50.09
01.0150.1540.5951	BASE HILL, INC.	11966	03/22/2023	10/17-12/29/22 RESERVATION SPECIAL CLEANUP	900.00
01.0150.1540.5951	BASE HILL, INC.	11966	03/22/2023	10/22 & 12/17/22 SPECIAL CLEAN-UP/ SCTR	400.00
01.0151.1541.5499	BSN SPORTS LLC	11967	03/22/2023	T-BALL MINOR EQUIP (BASES-TEES & BALLS)	552.86
01.0170.1770.5525	CART MART INC	11968	03/22/2023	E-1 MCOR REPLACE/ INSPECT RADIUS & ALIGNMENT	362.48
01.0100.1050.5936	CONCENTRA	11969	03/22/2023	3/2-3/6 PHYSICAL & DRUG TESTING	287.00
01.0140.1430.5914	COSTAR REALTY INFORMATION, INC	11970	03/22/2023	3/1-5/31 QUARTERLY LICENSING	1,279.80
68.0900.9080.5215	CR ASSOCIATES, INC.	11971	03/22/2023	JULY'22-JAN'23 PJT MGMT #140	2,192.50
02.0170.1760.6025	CRAFCO, INC	11972	03/22/2023	KM INTERNATIONAL 4-TON DIESEL HOT BOX	61,204.08
01.0100.1050.5934	DANIEL PITONES	11973	03/22/2023	3/6 LIVESCAN REIMBURSEMENTS	25.00
01.0150.1510.5204	DAVID MAI	11974	03/22/2023	MAR'23 COM SVCS COMMISSION MTG	100.00
01.0160.1640.5520	DDC PLUMBING SUPPLY, INC.	11975	03/22/2023	FAUCET SINK REPLACMENT/ POOL	759.18
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	11976	03/22/2023	FEB'23 FINGERPRINTS	128.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11977	03/22/2023	FOOD SUPPLIES FOR CI PRGM	135.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11977	03/22/2023	FOOD SUPPLIES FOR CII PRGM	15.30
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	11977	03/22/2023	FOOD SUPPLIES FOR CI PRGM	174.32
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	11977	03/22/2023	FOOD SUPPLIES FOR CII PRGM	19.36
01.0150.1540.5910	EDUARDO HERNANDEZ	11978	03/22/2023	4/3-4/6 PER DIEM CPRS CONF- SAN DIEGO	320.00
01.0100.1040.5922	EL MONTE PRINTING	11979	03/22/2023	CERTIFICATES/ CITY COUNCIL MTG & EVENTS	1,708.88
01.0000.0000.4554	ELIZABETH NIETO	11980	03/22/2023	3/4 MVD DAMAGE DEPOSIT RFND	50.00

01.0170.1710.5520	EWING IRRIGATION	11981	03/22/2023	POTTING SOIL & TOPPER/ CHALL	44.73
01.0170.1750.5520	EWING IRRIGATION	11981	03/22/2023	NOZZLE REPLACEMENTS STOCK	174.01
02.0170.1760.6020	GARVEY EQUIPMENT COMPANY	11982	03/22/2023	STRUMP GRINDER/ STREETS	25,131.49
01.0100.1050.5934	GEORGE LOPEZ	11983	03/22/2023	10/4 LIVESCAN REIMB	25.00
01.0150.1510.5204	GERARDO DIAZ	11984	03/22/2023	MAR'23 COM SVCS COMMISSION MTG	100.00
01.0170.1710.5520	GOFAR PROFESSIONAL SERVICE, INC.	11985	03/22/2023	CARPET CHANGE/ CHALL LOBBY ENTRANCE	650.00
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	KEYS/ NTP	55.00
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	KEYS/ SHIVELY	35.84
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	PARK BROOMS & BATTERIES	69.59
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	FLASHLIGHTS/ MVD	89.08
01.0150.1530.6020	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	WALL PROJECT/ SCTR	13.00
01.0150.1530.6020	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	WALL PROJECT/ SCTR	23.06
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	11986	03/22/2023	HR ELECTRICAL SUPP/ CHALL	20.09
68.0900.9000.5968	HASA INC.	11987	03/22/2023	TASK #5A POOL BLDG/ FACILITY RENO #252	42,464.47
01.0150.1510.5204	HORTENCIA VASQUEZ	11988	03/22/2023	MAR'23 COM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	11989	03/22/2023	2/27-3/3 CI & CII NUTRITION PRGM	3,306.25
06.0300.3020.5215	HUNTINGTON CULINARY	11989	03/22/2023	2/27-3/3 CI & CII NUTRITION PRGM	441.65
01.0150.1510.5204	ISRAEL ALACIO	11990	03/22/2023	MAR'23 COM SVCS COMMISSION MTG	100.00
01.0150.1540.5910	JASMINE ROBLES	11991	03/22/2023	4/3-4/6 PER DIEM CPRS CONF- SAN DIEGO	320.00
01.0170.1740.5962	JOHNSTONE SUPPLY	11992	03/22/2023	12 SETS / KNEE PADS	76.63
01.0170.1760.5962	JOHNSTONE SUPPLY	11992	03/22/2023	KNEEPADS	383.14
01.0170.1720.5520	JOHNSTONE SUPPLY	11992	03/22/2023	A/C REPAIRS/ YARD	452.30
01.0170.1720.5520	JOHNSTONE SUPPLY	11992	03/22/2023	A/C REPAIRS YARD	89.43
01.0150.1540.5910	JUAN FERNANDEZ	11993	03/22/2023	4/3-4/6 PER DIEM CPRS CONF- SAN DIEGO	320.00
02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	11994	03/22/2023	4TH QUARTER/ COUNTY LIGHT MAINTENANCE	59,954.00
01.0151.1541.5956	LAB1419	11995	03/22/2023	T-BALL UNIFORM SHIRTS	1,852.20
02.0170.1760.5540	LEAGUE OF CALIFORNIA CITIES	11996	03/22/2023	MEMBER CONTRIBUTION/ LOCAL ST & RD'S ASSESSMENT	300.00
01.0100.1050.5934	LESLIE P HERNANDEZ	11997	03/22/2023	3/1 LIVESCAN REIMB	25.00
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	11998	03/22/2023	COMPOUND TO PATCH STEPS/ POOL	50.19
01.0160.1620.5520	MCMASTER-CARR SUPPLY CO.	11999	03/22/2023	KEY HASP/ LOCK STORAGE CABINETS	158.37
45.0900.9000.5977	MCMASTER-CARR SUPPLY CO.	11999	03/22/2023	MTNC & RD PRGM/ ASPHALT RAKED UBOLTS	376.65
01.0000.0000.4508	MELISSA OLIVA	12000	03/22/2023	T-BALL CLINIC REIMB	10.00
01.0151.1541.5215	MIGUEL GUTIERREZ	12001	03/22/2023	3/1 BBALL OFFICIAL SVCS	90.00
01.0000.0000.4554	MONICA HERRERA	12002	03/22/2023	2/25 DAMAGE DEPOSIT RFND/ MVD	100.00
01.0000.0000.4554	MONICA HERRERA	12002	03/22/2023	GAZEBO CANCELLATION REFUND	100.00
01.0140.1440.5273	NATIONWIDE COST RECOVERY SERVICES, LLC.	12003	03/22/2023	FEB'23 FORECLOSURE REGISTRATION	460.00
01.0170.1710.5520	PACIFIC CIRCUIT BREAKERS	12004	03/22/2023	ELECTRICAL RECEPTORS/ CHALL	72.76
01.0170.1710.5520	PLUMBING HEROES, LLC	12005	03/22/2023	CHALL SEWER LINE/ HYDROJET & CAMERA INSPECTION	1,500.00
01.0170.1710.5520	PLUMBING HEROES, LLC	12005	03/22/2023	SEWER LINE/ HYDROJECT & CAMER INSPECTION/ CHALL	1,500.00
01.0160.1650.5520	PLUMBING HEROES, LLC	12005	03/22/2023	NTP SEWERLINE CLOG/ HYDROJET & CAMERA INSPECTION	1,500.00
01.0170.1710.5520	PLUMBING HEROES, LLC	12005	03/22/2023	2/27 SEWER LINE CLEANUP/ CHALL	360.00
01.0170.1710.5960	QUADIENT LEASING USA, INC.	12006	03/22/2023	4/3-7/2/23 QUARTERLY LEASE	739.20
01.0160.1610.5520	QUENCH USA, INC.	12007	03/22/2023	MAR'23 WATER FILTER/ CCTR	38.59
01.0170.1020.5956	RED DOT UNIFORMS	12008	03/22/2023	UNIFORM PULLOVER/ POLOS & BACKPACKS	266.39
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	12009	03/22/2023	FEB'23 BUS PASSES	102.00
45.0900.9000.5977	SAKAIDA NURSERY	12010	03/22/2023	ST/RD MTNC PRGM- SA MEDIAN PLANTS	605.27
45.0900.9000.5977	SAKAIDA NURSERY	12010	03/22/2023	ST/RD MTNC PRGM- SA MEDIAN PLANTS	624.46
45.0900.9000.5977	SAKAIDA NURSERY	12010	03/22/2023	ST/RD MTNC PRGM- DURFEE MEDIAN PLANTS	656.21
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	12011	03/22/2023	2/2 PUBLISH NOTICE/ ORD #1262 ADOPTION	177.76
01.0151.1541.5215	SAUL GUARDADO	12012	03/22/2023	3/2 BBALL OFFICIAL SCHEDULING SVCS	365.00
01.0151.1541.5215	SAUL GUARDADO	12012	03/22/2023	3/1 BBALL OFFICIAL SVCS	90.00
01.0130.1310.5280	SECTRAN SECURITY INC.	12013	03/22/2023	MAR'23 ARMORED SVCS	185.21

01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	12014	03/22/2023	3/15 MTG/ SALAS	35.00
45.0900.9000.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12015	03/22/2023	TOOL DEGREASER/ ASPHALT TOOLS (STREETS)	193.93
45.0900.9000.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12015	03/22/2023	TOOL DEGREASER RETURN- CREDIT	(65.71)
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12015	03/22/2023	STRAW WATTLE/ RE-POUR	65.60
02.0170.1760.5520	SOUTHERN TIRE MART LLC	12016	03/22/2023	ST RECYCLED TIRES	235.00
01.0170.1770.5525	SRS AUTOMOTIVE	12017	03/22/2023	FUEL PUMP CONNECTION REPAIR #97	653.75
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12018	03/22/2023	TORTILLAS/ CI NUTRITION PRGM	32.94
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12018	03/22/2023	TORTILLAS/ CI NUTRITION PRGM	38.43
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	12019	03/22/2023	MAR'23 GRANT WRITING SVCS	6,750.00
01.0170.1770.5525	TRUE AUTO WERX	12020	03/22/2023	ALL WINDOWS TINT #32	250.00
01.0150.1540.5910	VANESSA VALDEZ	12021	03/22/2023	4/3-4/6 PER DIEM CPRS CONF- SAN DIEGO	320.00
45.0900.9000.5977	VULCAN MATERIALS COMPANY	12022	03/22/2023	ST/ RD MTNC PRMG/ ASPHALT	319.88
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12023	03/22/2023	DEC'22 H2O TREATMENT	200.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	12023	03/22/2023	JAN'23 H2O TREATMENT	200.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	12024	03/22/2023	JANITORIAL SUPPLIES	4,396.89
02.0170.1760.5215	WEST COAST ARBORISTS, INC	12025	03/22/2023	11/16-11/30/22 STREET TREE TRIMMING	2,555.50
02.0170.1760.5215	WEST COAST ARBORISTS, INC	12025	03/22/2023	1/1-1/15 STREET TREE TRIMMING	8,242.05
01.0160.1670.5520	WHITTIER FERTILIZER	12026	03/22/2023	MULCH/ MVD	1,666.98
01.0160.1670.5520	WHITTIER FERTILIZER	12026	03/22/2023	MULCH/ MVD	476.28
01.0151.1543.5952	WINNER INTERNATIONAL INC.	12027	03/22/2023	TABLE CLOTHES/ SPECIAL EVENTS	52.92
01.0150.1530.5952	WINNER INTERNATIONAL INC.	12027	03/22/2023	3/14 TABLE CLOTH/ ST PATRICKS DAY LUNCHEON	50.60
01.0170.1020.5406	WINZER	12028	03/22/2023	BLACK LATEX GLOVES	1,514.84
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTERS SCHOOL PROGRAM SUPP	185.60
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTERS SCHOOL PROGRAM SUPP	93.02
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTERS SCHOOL PROGRAM SUPP	131.87
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTERS SCHOOL PROGRAM SUPP	57.24
01.0150.1540.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	4/3-4/6 CPRS CONF/ ED.H & JUAN. F	1,390.00
01.0150.1540.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	4/3-4/6 CPRS CONF/ J. ROBLES	935.00
01.0150.1540.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	4/3-4/6 CPRS CONF/ V. VALDEZ	455.00
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTER SCHOOL PROGRAM SUPP	382.09
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTER SCHOOL PROGRAM SUPP	202.82
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTER SCHOOL PROGRAM SUPP	196.90
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AFTER SCHOOL PROGRAM SUPP	40.00
01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	MINOR EQUIPMENT/ BOXING PROGRAM	881.91
01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	MINOR EQUIPMENT/ BOXING PRORGRAM	457.53
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	LUNAR NEW YEAR EVENT SUPP	136.28
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	ST PATRICKS & EASTER CRAFT SUPP	123.19
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CA FOOD HANDLER CARD CERTIFICATE	7.95
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	12/16/22-2/15/23 CABLE & INTERNET SVCS	599.18
01.0130.1310.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1099-NEC YEAR END FORMS	36.12
01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FEB'23 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	12/3/22-1/2/23 CITY CELL SVCS	6,801.43
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	12/3/22-1/2/23 TRAN CELL SVCS #414	83.79
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	12/3/22-1/2/23 TRAN DATA SVCS #414	50.30
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	12/3/22-1/2/23 TRAN CELL SVCS #414	251.38
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	12/3/22-1/2/23 TRAN DATA SVCS #414	150.90
01.0120.1210.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	4/11-4/14 23 CCAC CONF PALM SPRINGS/ D. SCHWARTZ	575.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/22 CONFERENCE MEALS	6.25
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/22 CONFERENCE MEALS	6.25
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/20 CONFERENCE MEALS	13.23
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/22/23 WELL CONF- VALLARTA SUPERMARKET #510	37.83
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	3/31-4/1 LATINOS FOR WATER REGISTRATION- VAN NUYS	175.00

01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FLIGHT CHARGES/ ICSC WELL	263.98
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FLIGHT CHARGES/ ICSC WELL L..	468.96
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	5/21--5/23 ICSC REGISTRATION- L. VEGAS	795.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CALCITIES REGISTRATION CREDIT #622	(550.00)
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	5/21-5/23 ICSC ANNUAL CONF REGISTRATION/L. VEGAS	795.00
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	5/21-5/23 CONFERENCE FLIGHT CHARGES/ C.M	497.96
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	2/8 MEAL CONFERENCE MEAL/ C.M LEAGUE OF CA CITIES	33.02
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 MEETING W/MAYOR- LOS CHILITOS	37.34
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	SGV NEWS- MTHLY SUBSCRIPTION	10.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	LA TIMES SUBSCRIPTION	15.96
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	ADOBE PHOTOSHOP/ CITY SM	9.99
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 STARBUCKS GIFT CARD/ PANELIST	25.00
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 STARBUCKS GIFT CARD/ PANELIST	25.00
01.0140.1430.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 STAFF MEALS/ HOMELESS COUNT	103.41
01.0160.1640.5520	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	POOL MAINTENANCE SUPPLIES	81.70
01.0160.1640.5520	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FEDEX/ BLUE PRINTS	32.81
01.0160.1640.5520	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FEDEX/ USB DRIVE	21.89
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	ZOOM MONTHLY SUBSCRPTION	14.99
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	ZOOM MONTHLY WEB SUBSCRIPTION	319.90
01.0170.1770.5525	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	LA COUNTY SANITATION- FUEL #28	58.19
01.0100.1010.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	APPLE RE-OCCURING CHARGES	6.99
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	5/21-5/23 CONF FLIGHT CHARGES #507	497.96
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CCCA/ SACRAMENTO CONFERENCE CREDIT	(625.00)
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	05/21-5/23 ICSC L. VEGAS REGISTRATION #507	795.00
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPP/ CITY COUNCIL	16.47
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPP/ CITY COUNCIL	15.42
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CITY COUNCIL PHOTO POTRAITS	136.49
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	SUPPLIES/ COUNCIL MEMBER	127.88
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CITY COUNCIL SUPPLIES	72.72
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON SUPPLIES/ COUNCIL MEMBER	70.10
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPPLIES	60.35
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	COUNCIL/ STAFF BADGES	206.79
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPPLIES	28.25
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPPLIES	49.06
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	KEY BOARD COVERS/ STAFF	39.64
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPPLIES	33.00
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1-800 FLOWERS MEMBERSHIP	33.06
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CANCELLATION FLIGHT CREDIT #622	(477.97)
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 JUAN POLLO/ CITY COUNCIL MEETING	247.50
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	JERSEY MIKES CREDIT	(8.99)
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPPLIES	60.35
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 JUAN POLLO/ CITY COUNCIL MEETING	42.88
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	MAYOR & STAFF MEETING	98.51
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	AMAZON OFFICE SUPPLIES	87.71
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	JERSEY MIKES CREDIT	(0.39)
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CITY COUNCIL HOT SPOTS	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	RE-OCCURING HOT SPOT CHARGE	55.00
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	2/7 STAFF LUNCH MEETING	95.52
01.0150.1515.5406	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	MILITARY VETERAN PINS	484.00
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FRONT OFFICE DECOR SUPPLIES	21.03
01.0150.1540.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CPRS CONFERENCE/ STAFF HOTEL	864.47
01.0150.1540.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	4/3-4/6 CPRS CONFERENCE SAN DIEGO/ STAFF HOTEL	864.47

01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	FLOOR MATS/ CITY EVENTS	371.60
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/1/23-1/31/24 ASCAP/ MUSIC LICENSE RENEWAL	424.75
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	5/21-5/23 FLIGHT CHARGES/ ICSC CONF #508	497.96
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CA CONTRACT CITIES ASSOC- CREDIT #508	(625.00)
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	5/21-5/23 ICSC L. VEGAS REGISTRATION & MEMBER #508	920.00
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	MONTHLY DIRECT TV	153.99
01.0150.1530.5908	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	2/6 CA FOOD HANDLER TRAINING S. SAAVEDRA	7.95
01.0150.1530.5908	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	2/6 CA FOOD HANDLER TRAINING N. VEDEZ	7.95
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/18 PIZZA/ PERFORMERS AT LUNAR LUNCHEON	79.28
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	1/24 AFTERNOON MOVIE SNACKS	12.00
44.0800.8010.5908	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	TSI SEMINAR CLASS	35.00
44.0800.8010.5956	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	PABNT UNIFORMS/ DRIVERS	63.92
68.0900.9000.5914	ELAN FINANCIAL SERVICES	DFT0000509	03/01/2023	CALACT MEMBERSHIP #414	615.00
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000510	03/08/2023	FEB23 INSURANCE	1,442.06
02.0170.1760.5550	ATHENS SERVICES	DFT0000511	03/09/2023	MAR'23 SWEEPER SVCS	6,140.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000512	03/09/2023	PPE 3/4/23 RATE PLAN 23047	1,727.55
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000512	03/09/2023	PPE 3/4/23 RATE PLAN 27216	10,182.27
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000512	03/09/2023	PPE 3/4/23 RATE PLAN 685	8,987.57
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000513	03/10/2023	PPE 3/4/23 FEDERAL	14,874.44
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000513	03/10/2023	PPE 3/4/23 FICA	22,166.46
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000513	03/10/2023	PPE 3/4/23 MEDICARE	5,184.10
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000514	03/10/2023	PPE 3/4/23 TNG WTHD'G	48.18
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000514	03/10/2023	PPE 3/4/23 UI TAX WTHD'G	964.13
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000514	03/10/2023	PPE 3/4/23 STATE WTHD'G	4,811.94
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000515	03/10/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000515	03/10/2023	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000515	03/10/2023	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000515	03/10/2023	CASE 1457313	603.50
01.0170.1730.5705	SO CAL GAS	DFT0000516	03/08/2023	1/31-3/2 1415 SANTA ANITA	1,462.40
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000517	03/09/2023	MAR'23 LIFE INSURANCE	1,113.49
01.0150.1505.5406	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	BACKDROP SUPP/ WOMEN'S COMM EVENT #623	97.39
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	ROOFING SUPP/ SCTR	224.11
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	PLANTS/ SCTR	141.06
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	DOOR BELL/ SCTR	29.86
01.0160.1630.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	SMOG DETECTORS/ MCTR	106.12
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	LUMBER STUDS FENCE	20.22
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	PAINT/ NTP FENCE	401.65
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	GLOVES/ NTP FENCE	13.64
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	FENCE SUPP/ NTP	115.08
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	JANITORIAL SUPP/ NTP	102.03
01.0160.1660.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	JANITORIAL SUPP/ SHIVELY PARK	102.02
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	JANITORIAL SUPP/ MVD	102.02
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	PLANTS/ CHALL	448.84
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	LATIX CAULKING/ RESTROOM SINK	13.10
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	STEP STOOL	47.05
01.0170.1750.5962	HOME DEPOT CREDIT SERVICES	DFT0000518	03/06/2023	BASIC TOOLS/ NEW HIRE	136.50
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	SENIOR SVCS/ LUNCHEON SUPP	94.35
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	AFTER SCHOOL PRGM SUPP	397.33
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	AFTER SCHOOL PRGM SUPP	293.95
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	SENIOR SVCS/ LUNCHEON SUPP	125.58
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	AFTER SCHOOL PRGM SUPP	111.54
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	TABLES & MATS/ SPECIAL EVENTS	241.89

01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	COUNCIL REFRESHMENTS/ CHALL	412.53
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	COUNCIL REFRESHMENTS/ CHALL	298.14
06.0300.3010.5430	SAM'S CLUB DIRECT	DFT0000519	02/27/2023	NUTRITION PRGM SUPP	131.09
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000520	03/13/2023	1/25-2/28 2028 CENTRAL AVE	286.00
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000521	03/15/2023	MAR'23 LT DISABILITY	7,987.65
01.0170.1730.5705	SO CAL GAS	DFT0000522	03/21/2023	2/15-3/17 1450 LIDCOMBE AVE	145.48
01.0170.1730.5705	SO CAL GAS	DFT0000523	03/21/2023	2/15-3/17 1556 CENTRAL AVE	859.26
01.0170.1730.5705	SO CAL GAS	DFT0000524	03/21/2023	2/15-3/16 1530 CENTRAL AVE	1,315.46
01.0170.1730.5705	SO CAL GAS	DFT0000525	03/21/2023	2/15-3/17 1824 CENTRAL AVE	280.26
01.0170.1730.5705	SO CAL GAS	DFT0000526	03/21/2023	2/15-3/17 1500 CENTRAL AVE	3,096.13
01.0170.1730.5705	SO CAL GAS	DFT0000527	03/21/2023	2/15-3/17 1900 CENTRAL AVE	559.97
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000528	03/15/2023	1/17-2/22/23 STREET LIGHTS	1,943.04
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000529	03/15/2023	1/6-2/28/23 STREET LIGHTS	3,647.87
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000530	03/15/2023	1/17-2/28/23 STREET LIGHTS	569.12
01.0140.1100.5406	SPARKLETTS	DFT0000531	03/21/2023	MAR'23 WATER SVCS	23.48
01.0140.7020.5406	SPARKLETTS	DFT0000531	03/21/2023	MAR'23 WATER SVCS	23.48
01.0000.0000.2260	STANDARD INSURANCE D2	DFT0000532	03/21/2023	MAR'23 DENTAL	5,237.84
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000533	03/08/2023	1/24-2/23 FUEL-CITY TRANSPORTATION	5,177.38
01.0150.1530.5430	WALMART COMMUNITY/GECRB	DFT0000534	03/16/2023	EASTER CRAFT SUPPLIES	104.60
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000534	03/16/2023	AFTER SCHOOL PROGRAM SUPP	32.49
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000534	03/16/2023	AFTER SCHOOL PROGRAM SUPP	28.05
01.0151.1541.5430	WALMART COMMUNITY/GECRB	DFT0000534	03/16/2023	YOUTH BASKETBALL ALL-STARTS SUPP	138.42
01.0151.1543.5952	WALMART COMMUNITY/GECRB	DFT0000534	03/16/2023	EASTER BREAKFAST EVENT SUPP	316.12
01.0151.1543.5952	WALMART COMMUNITY/GECRB	DFT0000534	03/16/2023	BIKE RIDE SUPPLIES	297.23

Grand Total	477,648.22
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Authorization Signatures

A handwritten signature in black ink, appearing to be 'RS', written above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: March 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 FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR MECHANICAL AND LIGHTING ENERGY EFFICIENCY UPGRADE SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for mechanical and lighting energy efficiency upgrade services for South El Monte Autonomous Building Retrofit Project. The scope of improvements are part of the project.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for mechanical and lighting energy efficiency upgrade services for South El Monte Autonomous Building Controls Retrofit Project, and authorize staff to solicit proposals.

FISCAL/FINANCIAL IMPACT: The City was awarded \$1,152,144 from the US Department of Energy for the proposed project. The City will be reimbursed 100% of the costs associated with the requested professional services from the US Department of Energy. Upon final contract award, staff will advise the City Council of the proposed not-to-exceed contract amount and confirm funding availability from the General Fund to be subsequently reimbursed by the US Department of Energy.

DISCUSSION: In September, 2020, The Energy Coalition, in partnership with Passive Logic and the City, applied for a grant through the Building Technologies Proving Ground - Public Sector Field Validation Funding Opportunity, a program administered by the United States Department of Energy (DOE).

In January, 2021, the City was selected by DOE for award negotiation.

On June 4, 2021, DOE awarded the City \$1,152,144 in reimbursable funds, which includes a \$ 404,650 cost share requirement for the South El Monte Autonomous Building Controls Retrofit Project.

On June 22, 2021, Council approved the South El Monte Autonomous Building Controls

Retrofit Project Funding Agreement between the City and DOE, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement.

City staff is requesting City Council provide authorization to release the RFP in order to stay on track with the grant timeline and milestone achievements.

Staff report prepared by Angie Hernandez, Community Development Executive Assistant.

ATTACHMENT(S):

A. RFP - DOE Project

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE IMPLEMENTATION
OF LIGHTING AND MECHANICAL
ENERGY EFFICIENCY UPGRADES
IN THE CITY OF SOUTH EL
MONTE, CALIFORNIA**

March 29, 2023



DELIVERY ADDRESS

City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Rene Salas
City Manager

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only, no telephone calls

Rene Salas
City Manager
rsalas@soelmonte.org

REQUIRED NUMBER OF PROPOSALS

Three (3) hard copies and one (1) electronic
copy (pdf)

PRE-PROPOSAL MEETING

None

PROPOSAL DUE DATE

April 27, 2023; 12:00 PM

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Attachments:

Attachment A-1 - Scope of Work – Lighting Energy Efficiency Upgrades at Senior Center

Attachment A-2 - Scope of Work – Mechanical Energy Efficiency Upgrades at Senior Center

Attachment A-3 - Scope of Work – Lighting Energy Efficiency Upgrades at Mini Center

Attachment A-4 - Scope of Work – Mechanical Energy Efficiency Upgrades at Mini Center

Attachment A-5 - Scope of Work – Lighting Energy Efficiency Upgrades at Community Center

Attachment B - Affidavit of Non-Collusion

Attachment C - Claims History

Attachment D - Sample Public Works Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE IMPLEMENTATION OF
LIGHTING AND MECHANICAL
ENERGY EFFICIENCY UPGRADES
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to provide Implementation of Lighting and Mechanical Energy Efficiency Upgrades in the City's Community Center, Mini Center, and Senior Center.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (pdf) of their Proposals no later than **12:00 PM, April 27, 2023**, to:

Rene Salas
Community Development Director
1415 Santa Anita Ave.
South El Monte, CA 91733

If you have any questions, please contact via email (no telephone calls):

Rene Salas
Community Development Director
rsalas@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Rene Salas
Community Development Director
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE IMPLEMENTATION
OF LIGHTING AND MECHANICAL
ENERGY EFFICIENCY UPGRADES
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA**

March 29, 2023

1. GENERAL INFORMATION

A. Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents and encompasses 2.3 square miles. This “Industrial Community” is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both the residents and business community are working together to make the community a better place to live and work.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on improving the infrastructure of the community making it a better place to live and work.

B. Overview

The City is requesting the services of a company to provide **Implementation of Lighting and Mechanical Energy Efficiency Upgrades in the City’s Community Center, Mini Center, and Senior Center.**

2. PROJECT DESCRIPTION

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting and Mechanical upgrade efforts at the Community Center, Mini Center, and Senior Center are being supported by SoCalREN. The services provided as Construction

Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	March 29, 2023
Deadline for Receipt of Questions	April 13, 2023, 5:00 PM
Addendum (if necessary) to Respond to Questions	April 20, 2023
Deadline for Receipt of Proposals (RFP Due Date)	April 27, 2023, 12:00 PM
Evaluation of proposals	May 2023
Final Consultant Selection	May 2023
Contract Awarded by City Council	June 2023
Contract Execution	June 2023
Notice to Proceed	July 2023

4. SCOPE OF SERVICES

Please see Attachments A-1 – A-5.

5. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PUBLIC WORKS AGREEMENT

The RFP includes a sample of City's Public Works Agreement as Attachment D. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment D.

8. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design with required time duration	15
Total Points	100

As part of the evaluation, the City will also contact references listed in the proposal.

One-Step RFP: This Project will use One-Step RFP method per LAPM, as the scope of work is Project-specific and defined.

City's Project working group will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

Consultants Financial Management and Accounting System Requirements: It shall be noted that as indicated in LAPM for Federally Funded Projects, a contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by *48 CFR Part 16.301-3*, *2 CFR Part 200*, and *48 CFR Part 31*. The selected consultant shall have adequate financial management systems as required by the applicable federal regulations.

9. PREVAILING WAGE RATES

Depending upon the scope of work, the required contract provisions may include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below. The selected Consultant will need to provide its Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

1. DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
2. DIR Wage Determination website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
3. Caltrans Prevailing Wage Interpretive Guidance: <https://ig.dot.ca.gov/resources/interpretive-guidance>

10. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

11. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use July 2023 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide 5 Public Agency references for similar projects.

Section 6. City's Standard Public Works Agreement (see Attachment D. Sample Professional Services Agreement): The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment B - Affidavit of Non-Collusion
- Attachment C - Claims History

The Fee Proposal shall be submitted in a separate envelope as indicated in the

following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail per each task identified on this RFP, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Rene Salas
City Manager
rsalas@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Technical Proposal (Each Facility breakdown), 3 bound copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:

TECHNICAL PROPOSAL

Implementation of Lighting and Mechanical Energy Efficiency Upgrades at the Senior Center, A111CMC4-P2Z.

Implementation of Lighting and Mechanical Energy Efficiency Upgrades at the Mini Center, A111CWB3-P2Z.

Implementation of Lighting Energy Efficiency Upgrades at the Community Center, A111CWB1-P2Z.

- **Envelope 2:** Fee Proposal (Each Facility breakdown), 3 bound copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:

FEE PROPOSAL

Implementation of Lighting and Mechanical Energy Efficiency

Upgrades at the Senior Center, A111CMC4-P2Z.

**Implementation of Lighting and Mechanical Energy Efficiency
Upgrades at the Mini Center, A111CWB3-P2Z.**

**Implementation of Lighting and Mechanical Energy Efficiency
Upgrades at the Community Center, A111CWB1-P2Z.**

Proposal submittal due date is:

April 27, 2023, 12:00 pm

Proposals shall be addressed to:

Rene Salas
City Manager
415 Santa Anita Ave.
South El Monte, CA 91733

Late proposals will not be accepted.

15. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A-1	Scope of Work – Implementation of Lighting Energy Efficiency Upgrades for Senior Center
Attachment A-2	Scope of Work – Implementation of Mechanical Energy Efficiency Upgrades for Senior Center
Attachment A-3	Scope of Work – Implementation of Lighting Energy Efficiency Upgrades for Mini Center
Attachment A-4	Scope of Work – Implementation of Mechanical Energy Efficiency Upgrades for Mini Center
Attachment A-5	Scope of Work – Implementation of Lighting Energy Efficiency Upgrades for Community Center
Attachment B	Affidavit of Non-Collusion
Attachment C	Claims History
Attachment D	Sample Professional Services Agreement

ATTACHMENT A

SCOPES OF WORK

[see attached]

City of South El Monte

Senior Center

**Technical Performance Specifications for
Implementation of Lighting Energy Efficiency Upgrades**

A111CMC4-P2Z

Prepared For:

Senior Center
1556 Central Ave
South El Monte, CA 91733

Prepared By:

City of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies



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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting upgrade effort at the Senior Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The purpose of this document is to provide additional details and performance specifications for recommended lighting energy efficiency projects at this site. The document is intended to help the selected contractor more closely match their project design to the proposed scope.

Disclaimer

This document is NOT a design specification and neither TRC nor SoCalREN are providing engineer-of-record services. If there are any conflicts between the recommendations in this document and any state, local, or federal codes and requirements, then the recommendations in this document shall be superseded by those codes.

1.1 Overview of EEMs

The scope of this project includes exterior lighting upgrade and interior lighting controls upgrade and the following provides a high-level description of the measures proposed for this site.

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

SoCalREN is happy to support the City of South El Monte ("City") by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City. Contractor shall comply with safety requirements in accordance with the City's requirements and Cal/OSHA.

- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6

- California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
 - Contractor is responsible for securing all necessary permits, including 2022 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
- n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Clean-up, removal of old lighting equipment and fixtures, and/or recycling fees are to be included.
- s) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- t) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- u) Written approval from the City must be received in order to complete the work assigned.
- v) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- w) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.

2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.

- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- i) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Finalized Scope of Work including all applicable RFI revisions will be issued no later than 04/20/2023.
- c) Bids shall be received no later than 12:20 pm on 4/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date

- Construction start and completion by site or major area
- Project walk through and punch list development
- Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2022 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
 - Final approval letter from the City must be received to deem the work as complete and satisfactory.
- c) As-builts including but not limited to lighting fixtures schedule and controls drawings. Operation and maintenance (O&M) manuals for all the sensors and fixtures.

- d) Product manual, cut sheets, O&M manuals for electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) General Guidance for Lighting Projects

Description of Scope

The scope of this project includes upgrading the interior lighting controls and replacing and retrofitting existing exterior lighting equipment with new equipment and controls. The following provides more specifics on the scope of work.

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

- Remove and replace existing Metal Halide wallpacks fixtures with new LED wallpacks
- Install Title 24-2022 required controls, as applicable

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces and add automated lighting controls. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Daylighting controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.
- All lighting control sensors shall be warranted for a period of no less than five years.

- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

- Contractor shall commission occupancy sensors and daylighting controls to shutoff or dim fixtures in accordance to code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.2 Exterior Lighting Retrofits

This measure proposes to replace or retrofit the existing metal halide exterior lighting fixtures with new LED fixtures and Title 24-compliant controls. The following provides additional performance specifications for the proposed LED equipment and controls.

Equipment

The following table summarizes the existing and proposed exterior lighting equipment. Contractor shall select appropriate fixtures per the specifications below.

Exterior LED Upgrades

Existing Equipment	Retrofit Description	Controls	Min Efficacy (LPW)	Max Fixture Wattage	Qty	Nominal CCT
(1) 150W Metal Halide Discharge (HID) Lamp in Wall Pack	Replace with LED Wall Pack, Lithonia TWX2 LED ALO 40K MVOLT DDB XD or similar	Integrated Photocell	110	32	2	5000

The performance of the new luminaires shall meet or exceed the following:

- New fixtures shall be installed one-for-one with existing.
- New fixtures shall be meet requirements set forth by the America Recovery and Reinvestment Act (ARRA)
- New lighting equipment shall comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2.

- New fixtures and retrofit kits must meet the following requirements:
 - Be a Design Light Consortium (DLC) Premium New Luminaire, listed on the DLC Qualified Products List (QPL) version 4.4 or later.
 - Recessed can retrofit kits must be EnergyStar or DLC v4.4 listed
 - Color Rendering Index (CRI) must be 80 or higher.
 - Lumen maintenance shall be 50,000 hours at L70 and 36,000 hours at L90 or better.
 - Fixtures must be rated Universal Voltage (120/277V)
 - Fixtures must be dimmable using 0-10V control
 - Wallpacks must be rated minimum IP65 (Ingress Protection code)
 - Wallpacks must be full cutoff type

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on fixture wattage and mounting height, these controls may include:
 - Photocell or astronomical timeclock control, or other control capable of automatically shutting lights off when daylight is available.
 - Motion sensing lighting controls capable of automatically reducing the lighting power of each luminaire by between 40% and 90% when no occupancy is detected.
 - Motion sensors must be rated to operate at relevant mounting heights for the fixture installed
 - New fixtures shall be wired to existing lighting control systems including but not limited to photocells and timeclocks.

Implementation

- Contractor shall verify applicability of the proposed fixtures, including but not limited to mounting type, voltage, etc.
- Contractor shall verify fixture counts before ordering new fixtures and materials.
- Contractor shall demolish, remove, and recycle existing fixtures or internal fixture components, as needed, in order to install the new fixtures.
 - New fixtures shall be installed one-for-one with existing.
- Contractor shall measure and verify that light levels from new LED fixtures meet the customer's requirements and adjust as necessary.
- Contractor shall commission motion sensor controls to timeout or dim in accordance with code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

City of South El Monte

Senior Center

**Technical Performance Specifications for
Implementation of Mechanical Energy Efficiency
Upgrades**

A111CMC4-P2Z

Prepared For:

Senior Center
1556 Central Ave
South El Monte, CA 91733

Prepared By:

County of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles County, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The mechanical upgrade project at the City of South El Monte's Senior Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled *Roles and Responsibilities for Construction Management Support*. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of the City of South of El Monte and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The Senior Center at the city of South El Monte ("City") is a single-story, approximately 10,000 square feet building. The building is usually occupied between 8AM and 5PM during weekdays and closed on weekends. The building is served by six (6) packaged rooftop units with DX cooling coils and gas heating 3 – 10 tons in size. All heating ventilation and air conditioning (HVAC) units are controlled by programmable thermostats. The City of South El Monte is planning various energy efficiency upgrades at the Senior Center including the following measures:

- Gas Electric Packaged Rooftop Unit Replacement

SoCalREN is happy to support the City by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

The Following parties are involved during the project construction:

- Agency Construction Manager (CM): Public agency representative assigned as Construction Manager
- Contractor: Installation contractor

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City of South of El Monte. Contractor shall comply with safety requirements in accordance with the City of South of El Monte's requirements and Cal/OSHA.
- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades,

and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.

- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6
 - California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall

conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable

- Contractor is responsible for securing all necessary permits, including 2023 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
- n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- s) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- t) Written approval from the City must be received in order to complete the work assigned.
- u) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- v) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.

2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.
- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.

- h) Contractor shall notify the Agency CM one week prior to any scheduled shutdowns of HVAC systems, equipment, or utilities, as needed. The City CM shall be responsible for notifying tenants of the scheduled shutdowns.
- i) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- j) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date
 - Construction start and completion by site or major area
 - Project walk through and punch list development
 - Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits



- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2023 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests
- i) Plans for system layouts, controls drawings, refrigerant piping, water piping where applicable, and single line airflow and single life refrigerant plans
- j) Control drawings and documentation of sequences

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.
- HVAC Equipment:
 - Provide a written minimum five-year warranty on-site replacement material and workmanship. On-site replacement includes transportation, removal, and installation of new products.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
- Final approval letter from the City must be received to deem the work as complete and satisfactory.

- c) As-builts including but not limited to system layouts, controls drawings, refrigerant piping, water piping where applicable, single line airflow, single line refrigerant plans, control drawings and sequence of operations. Operation and maintenance (O&M) manuals for all the installed HVAC and controls equipment.
- d) Systems manual, cut sheets, O&M manuals for mechanical and electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Warranty documentation for all the installed HVAC and controls equipment.
- f) Reports for pre-functional checklists, TAB, functional tests, commissioning documents, measurement and verification measurements, trend data, etc.
- g) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) Execution of Mechanical Projects

The Contractor is responsible for selecting, procuring, and coordinating installation of system equipment to provide fully functional HVAC packaged units as outlined in this performance specification.

This performance specification does not include all details required for the completion of the work. The Contractor shall be responsible for the cost of all items required for a complete and fully functional system. The Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.1 Technical Specifications

The City is planning various HVAC upgrades and the proposed equipment are to be furnished and installed by the Contractor to meet the performance specifications provided below. The Contractor is responsible for identifying any modifications or changes to the proposed equipment selection and is responsible for obtaining written approval from the City to adopt any equipment schedule modifications or changes.

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

Site	Description	Existing Units				Proposed Units				
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	Min HSPF/COP
Senior Center	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCDD12A 2A5A0A0A0	10	205	Carrier / Trane / Or Equal	10	15.0 IEER	205	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TFL006	5	90	Carrier / Trane / Or Equal	5	15.0 SEER	90	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCDD12A 2A5A0A0A0	10	205	Carrier / Trane / Or Equal	10	15.0 IEER	205	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCLA06A 2A5A0A0A0	5	106	Carrier / Trane / Or Equal	5	15.0 SEER	106	8.2 HSPF
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCDD08A 2A5A0A0A0	7.5	184	Carrier / Trane / Or Equal	7.5	15.0 IEER	184	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48HCLA04A 2A5A0A0A0	3.0	90	Carrier / Trane / Or Equal	3.0	15.0 SEER	90	8.2 HSPF

The City is planning to replace the six (6) existing gas electric packaged rooftop units (RTUs) at the Senior Center with new Title 24 compliant units. The following outlines the responsibilities the Contractor is accountable for with respect to the packaged rooftop unit replacement at this site:

- Contractor shall disconnect and remove the six (6) existing gas electric packaged RTUs. The Contractor is responsible for the removal and disposal of the existing RTUs in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing rooftop units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install six (6) packaged rooftop heat pumps from Carrier. If the Contractor is not able to furnish Carrier units meeting the minimum efficiency requirements from the above table, the contractor shall recommend other manufacturers meeting the above requirements after consulting with the City.
- The new units shall fully support the integration of third-party control systems through the BACnet protocol. They shall be furnished and installed with BACnet MS/TP and/or BACnet IP capable controllers to meet this requirement.

- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of six (6) new packaged rooftop heat pumps. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.
- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new packaged rooftop heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The six (6) packaged rooftop heat pumps shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- Contractor shall verify the existing electrical connections to the existing RTUs prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.
- PassiveLogic shall be notified at least 4 weeks in advance before the removal of the old HVAC equipment to coordinate the proper disconnection and/or removal of the temperature and relative humidity sensors in the existing rooftop units.
- Contractor shall remove the existing gas connections to the rooftop units.
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- The Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- Contractor shall install/implement control sequences to include but not limited to:
 - Equipment Start/Stop

- Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
- Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
- All other 2023 Title-24 Required Controls
- Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the six (6) packaged rooftop heat pumps for the City's reference and future use.
- Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- Contractor is responsible for the start-up and commissioning of the six (6) packaged rooftop heat pumps. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.
- Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.2 Testing, Adjustment, and Balancing

Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.

4.3 Implementation Verification

Contractor shall perform functional testing of all the equipment to ensure that the units are operational and control sequences are properly implemented and working per design intent. The Contractor shall

provide a system manual and a detailed commissioning report with all the findings and equipment submittals.

4.4 Measurement and Verification

Contractor shall ensure through measurement and verification that ventilation requirements, cooling and heating loads, and 2023 Title 24 code requirements are met and the recommended sequence of operations are implemented.

4.5 Training

Contractor shall provide necessary training required for the installed controlled system, including maintenance, commissioning, and detailed documentation relevant to training for the City's reference. Training documents shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

City of South El Monte

Mini Center

**Technical Performance Specifications for
Implementation of Lighting Energy Efficiency Upgrades**

A111CWB1-P2Z

Prepared For:

Mini Center
1824 Central Ave
South El Monte, CA 91733

Prepared By:

City of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies



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The Lighting upgrade effort at the Mini Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

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1) Executive Summary

The purpose of this document is to provide additional details and performance specifications for recommended lighting energy efficiency projects at this site. The document is intended to help the selected contractor more closely match their project design to the proposed scope.

Disclaimer

This document is NOT a design specification and neither TRC nor SoCalREN are providing engineer-of-record services. If there are any conflicts between the recommendations in this document and any state, local, or federal codes and requirements, then the recommendations in this document shall be superseded by those codes.

1.1 Overview of EEMs

The scope of this project includes exterior lighting upgrade and interior lighting controls upgrade and the following provides a high-level description of the measures proposed for this site.

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

SoCalREN is happy to support the City of South El Monte ("City") by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

2) General

2.1 Terms and Conditions

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- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
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 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6

- California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
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- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Clean-up, removal of old lighting equipment and fixtures, and/or recycling fees are to be included.
- s) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- t) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- u) Written approval from the City must be received in order to complete the work assigned.
- v) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- w) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.



2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.

- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- i) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Finalized Scope of Work including all applicable RFI revisions will be issued no later than 04/20/2023.
- c) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date

- Construction start and completion by site or major area
- Project walk through and punch list development
- Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2022 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests
- i) Control drawings and documentation of sequences

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
 - Final approval letter from the City must be received to deem the work as complete and satisfactory.

- c) As-builts including but not limited to lighting fixtures schedule and controls drawings. Operation and maintenance (O&M) manuals for all the sensors and fixtures.
- d) Product manual, cut sheets, O&M manuals for electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) General Guidance for Lighting Projects

Description of Scope

The scope of this project includes upgrading the interior lighting controls and replacing and retrofitting existing exterior lighting equipment with new equipment and controls. The following provides more specifics on the scope of work.

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

- Remove and replace existing Metal Halide wallpacks fixtures with new LED wallpacks
- Install Title 24-2022 required controls, as applicable

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces and add automated lighting controls. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Daylighting controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.
- All lighting control sensors shall be warranted for a period of no less than five years.

- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

- Contractor shall commission occupancy sensors and daylighting controls to shutoff or dim fixtures in accordance to code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.2 Exterior Lighting Retrofits

This measure proposes to replace or retrofit the existing T5 linear fluorescent pole mounted lighting fixtures with new LED fixtures and Title 24-compliant controls. The following provides additional performance specifications for the proposed LED equipment and controls.

Equipment

The following table summarizes the existing and proposed exterior lighting equipment. Contractor shall select appropriate fixtures per the specifications below.

Exterior LED Upgrades

Existing Equipment	Retrofit Description	Controls	Min Efficacy (LPW)	Max Fixture Wattage	Qty	Nominal CCT
(1) 432W Pole Mounted T5 Linear Fluorescent -8 lamp Fixtures	Replace with LED Pole Mounted Fixture, PLT Solutions PLT -90196 or similar	Integrated Photocell	110	120	2	5000
(1) 324W Pole Mounted T5 Linear Fluorescent -6 lamp Fixtures	Replace with LED Pole Mounted Fixture, PLT Solutions PLT -90196 or similar	Integrated Photocell	110	120	3	5000

The performance of the new luminaires shall meet or exceed the following:

- New fixtures shall be installed one-for-one with existing.

- New fixtures shall be meet requirements set forth by the America Recovery and Reinvestment Act (ARRA)
- New lighting equipment shall comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2.
- New fixtures shall be compatible to be used with the existing poles
- New fixtures and retrofit kits must meet the following requirements:
 - Be a Design Light Consortium (DLC) Premium New Luminaire, listed on the DLC Qualified Products List (QPL) version 4.4 or later.
 - Recessed can retrofit kits must be EnergyStar or DLC v4.4 listed
 - Color Rendering Index (CRI) must be 80 or higher.
 - Lumen maintenance shall be 50,000 hours at L70 and 36,000 hours at L90 or better.
 - Fixtures must be rated Universal Voltage (120/277V)
 - Fixtures must be dimmable using 0-10V control
 - Fixtures must be rated minimum IP65 (Ingress Protection code)

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on fixture wattage and mounting height, these controls may include:
 - Photocell or astronomical timeclock control, or other control capable of automatically shutting lights off when daylight is available.
 - Motion sensing lighting controls capable of automatically reducing the lighting power of each luminaire by between 40% and 90% when no occupancy is detected.
 - Motion sensors must be rated to operate at relevant mounting heights for the fixture installed
 - New fixtures shall be wired to existing lighting control systems including but not limited to photocells and timeclocks.

Implementation

- Contractor shall verify applicability of the proposed fixtures, including but not limited to mounting type, voltage, etc.
- Contractor shall verify fixture counts before ordering new fixtures and materials.
- Contractor shall demolish, remove, and recycle existing fixtures or internal fixture components, as needed, in order to install the new fixtures.
 - New fixtures shall be installed one-for-one with existing.
- Contractor shall measure and verify that light levels from new LED fixtures meet the customer's requirements and adjust as necessary.
- Contractor shall commission motion sensor controls to timeout or dim in accordance with code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.

- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

City of South El Monte

Mini Center

**Technical Performance Specifications for
Implementation of Mechanical Energy Efficiency
Upgrades**

A111CWB1-P2Z

Prepared For:

Mini Center
1824 Central Ave
South El Monte, CA 91733

Prepared By:

County of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies

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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles County, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The mechanical upgrade project at the City of South El Monte's Mini Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled *Roles and Responsibilities for Construction Management Support*. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of the City of South of El Monte and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The Mini Center at the city of South El Monte ("City") is a single-story, approximately 6,500 square feet building. The building is usually occupied between 8AM and 5PM during weekdays and closed on weekends. The building is served by two (2) packaged rooftop units with DX cooling coils and gas heating 3 – 10 tons in size and six (6) gas electric wall mounted units. All heating ventilation and air conditioning (HVAC) units are controlled by programmable thermostats. The City of South El Monte is planning various energy efficiency upgrades at the Mini Center including the following measures:

- Gas Electric Packaged Rooftop Unit Replacement
- Gas Electric Wall Mounted Unit Replacement

SoCalREN is happy to support the City by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

The Following parties are involved during the project construction:

- Agency Construction Manager (CM): Public agency representative assigned as Construction Manager
- Contractor: Installation contractor

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City of South of El Monte. Contractor shall comply with safety requirements in accordance with the City of South of El Monte's requirements and Cal/OSHA.
- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.

- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6
 - California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.

- Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
 - Contractor is responsible for securing all necessary permits, including 2023 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
 - n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
 - o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
 - p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
 - q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
 - r) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
 - s) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
 - t) Written approval from the City must be received in order to complete the work assigned.
 - u) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
 - v) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.

2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.
- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.

- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor shall notify the Agency CM one week prior to any scheduled shutdowns of HVAC systems, equipment, or utilities, as needed. The City CM shall be responsible for notifying tenants of the scheduled shutdowns.
- i) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- j) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org
- b) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date
 - Construction start and completion by site or major area
 - Project walk through and punch list development
 - Project sign off
- b) Work plan
- c) Safety plan

- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2023 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests
- i) Plans for system layouts, controls drawings, refrigerant piping, water piping where applicable, and single line airflow and single life refrigerant plans
- j) Control drawings and documentation of sequences

3.2 Warranty Requirements

Warranty documentation for all the installed equipment and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.
- HVAC Equipment:
 - Provide a written minimum five-year warranty on-site replacement material and workmanship. On-site replacement includes transportation, removal, and installation of new products.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form

- Final approval letter from the City must be received to deem the work as complete and satisfactory.
- c) As-builts including but not limited to system layouts, controls drawings, refrigerant piping, water piping where applicable, single line airflow, single line refrigerant plans, control drawings and sequence of operations. Operation and maintenance (O&M) manuals for all the installed HVAC and controls equipment.
- d) Systems manual, cut sheets, O&M manuals for mechanical and electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Warranty documentation for all the installed HVAC and controls equipment.
- f) Reports for pre-functional checklists, TAB, functional tests, commissioning documents, measurement and verification measurements, trend data, etc.
- g) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) Execution of Mechanical Projects

The Contractor is responsible for selecting, procuring, and coordinating installation of system equipment to provide fully functional HVAC packaged units as outlined in this performance specification.

This performance specification does not include all details required for the completion of the work. The Contractor shall be responsible for the cost of all items required for a complete and fully functional system. The Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.1 Technical Specifications

The City is planning various HVAC upgrades and the proposed equipment are to be furnished and installed by the Contractor to meet the performance specifications provided below. The Contractor is responsible for identifying any modifications or changes to the proposed equipment selection and is responsible for obtaining written approval from the City to adopt any equipment schedule modifications or changes.

4.1.1 Gas Electric Packaged Rooftop Unit Replacement

Site	Description	Existing Units				Proposed Units				
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	Min HSPF/COP
Mini Center	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TMD012	10	205	Carrier / Trane / Or Equal	10	15.0 IEER	205	3.4 COP
	Gas Electric Packaged Rooftop Unit	CARRIER GLOBAL CORP.	48TFL006	5	90	Carrier / Trane / Or Equal	5	15.0 SEER	90	8.2 HSPF

The City is planning to replace the two (2) existing gas electric packaged rooftop units (RTUs) at the Mini Center with new Title 24 compliant packaged heat pump units. The following outlines the responsibilities the Contractor is accountable for with respect to the packaged rooftop unit replacement at this site:

- Contractor shall disconnect and remove the two (2) existing gas electric packaged RTUs. The Contractor is responsible for the removal and disposal of the existing RTUs in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing rooftop units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install two (2) packaged rooftop heat pumps from Carrier. If the Contractor is not able to furnish Carrier units meeting the minimum efficiency requirements from the above table, the contractor shall recommend other manufacturers meeting the above requirements after consulting with the City.
- The new units shall fully support the integration of third-party control systems through the BACnet protocol. They shall be furnished and installed with BACnet MS/TP and/or BACnet IP capable controllers to meet this requirement.
- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of two (2) new packaged rooftop heat pumps. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.

- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new packaged rooftop heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The two (2) packaged rooftop heat pumps shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- The Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- The Contractor shall verify the existing electrical connections to the existing RTUs prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.
- Contractor shall remove the existing gas connections to the rooftop units.
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- The Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- The Contractor shall install/implement control sequences to include but not limited to:
 - Equipment Start/Stop
 - Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - All other 2023 Title-24 Required Controls
- Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the two (2) packaged rooftop heat pumps for the City's reference and future use.
- Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- Contractor is responsible for the start-up and commissioning of the two (2) packaged rooftop heat pumps. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall

provide a system manual and a detailed commissioning report with all the findings and equipment submittals.

- Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.1.1 Gas Electric Wall Mounted Unit Replacement

Site	Description	Existing Units					Proposed Units			
		Manufacturer	Model/ Serial	Cooling Tons	Heating MBH	Recommended Manufacturer	Cooling Tons	Min IEER/ SEER	Heating MBH	Min HSPF
Mini Center	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF
	Gas Electric Wall Mounted Unit	BARD	WAG36DA54	3	45	BARD Or Equal	3	15.0 SEER	45	8.2 HSPF

The City is planning to replace the six (6) existing gas electric wall mounted units at the Mini Center with new Title 24 compliant heat pump units. The following outlines the responsibilities the Contractor is accountable for with respect to wall mounted unit replacement at this site:

- Contractor shall disconnect and remove the six (6) existing gas electric wall mounted units. The Contractor is responsible for the removal and disposal of the existing units in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The Contractor shall recover and dispose of the refrigerant from the existing wall mounted units per U.S. Environmental Protection Agency (EPA) guidelines.
- Contractor shall furnish and install six (6) wall mounted heat pump units from the following manufacturers:
 - BARD
 - Or equal
- The new units shall have operating efficiencies compliant with 2023 Title 24 minimum efficiency requirements. See above table.
- The Contractor shall provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of six (6) new heat pump units. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- The units must be factory packaged and tested according to ARI, ASHRAE, UL, and any other applicable code standards.
- All work shall be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor shall be responsible for obtaining all necessary permits.
- Contractor shall conduct a survey of the existing undersized electrical service and upgrade it to be compatible with the new heat pumps. Contractor shall analyze the existing electrical service configuration, power, and capacity.
- The six (6) wall mounted heat pump units shall be sized to meet or exceed the cooling, heating, and ventilation loads of the present RTUs, whichever best meets the facility needs and budget.
- Contractor shall inspect the existing ductwork and perform any repairs as needed. The Contractor shall perform duct leak remediation as required in compliance with 2023 Title 24 Standards and Regulations, Section 110 (or prevailing Title 24).
- Contractor shall verify the existing electrical connections to the existing units prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit, and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.

- PassiveLogic shall be notified at least 4 weeks in advance before the removal of the old HVAC equipment to coordinate the proper disconnection and/or removal of the temperature and relative humidity sensors in the existing rooftop units.
- Contractor shall remove the existing gas connections to the wall mounted units
- Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- Contractor shall inspect the existing concrete pad and repair as necessary to ensure the pad can accommodate the new units. The Contractor shall provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- All installations shall be in accordance with manufacturer's recommendations.
- The Contractor shall install/implement control sequences to include but not limited to:
 - Equipment Start/Stop
 - Economizer Control (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - Economizer Fault Detection and Diagnostics (Units with mechanical cooling capacity greater than 54,000 Btu/hr)
 - All other 2023 Title-24 Required Controls
- The Contractor shall ensure the new HVAC units are programmed to comply with the City's requests.
- The Contractor shall develop and supply comprehensive documentation and supporting materials associated with the sequence of operations developed for the six (6) wall mounted heat pump units for the City's reference and future use.
- The Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.
- The Contractor is responsible for the start-up and commissioning of the six (6) wall mounted heat pump units. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the City shall not be charged. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.
- The Contractor shall train key City staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and training.
- The Contractor shall respond to inquiries within 24 hours and will service any non-working units on the day of the call during the warranty period. The City will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
- Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are

noted which in the City's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

4.2 Testing, Adjustment, and Balancing

Contractor shall ensure that appropriate testing, adjusting and balancing measurements are used to ensure compliance with minimum ventilation requirements per code.

4.3 Implementation Verification

Contractor shall perform functional testing of all the equipment to ensure that the units are operational and control sequences are properly implemented and working per design intent. The Contractor shall provide a system manual and a detailed commissioning report with all the findings and equipment submittals.

4.4 Measurement and Verification

Contractor shall ensure through measurement and verification that ventilation requirements, cooling and heating loads, and 2023 Title 24 code requirements are met and the recommended sequence of operations are implemented.

4.5 Training

Contractor shall provide necessary training required for the installed controlled system, including maintenance, commissioning, and detailed documentation relevant to training for the City's reference. Training documents shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

City of South El Monte
Community Center

**Technical Performance Specifications for
Implementation of Lighting Energy Efficiency Upgrades**

A111CWB3-P2Z

Prepared For:

Community Center
1530 Central Ave
South El Monte, CA 91733

Prepared By:

City of Los Angeles/Southern California
Regional Energy Network (SoCalREN)

Scope and Technical Specifications Developed By:

TRC Companies



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A Project Supported by SoCalREN

Southern California Regional Energy Network (SoCalREN) Public Agency Program, administered by Los Angeles City, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, SoCalREN is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Lighting upgrade effort at the Community Center is being supported by SoCalREN. The services provided as Construction Management Support are defined on a separate document titled Roles and Responsibilities for Construction Management Support. Please refer to this document to better understand the relationship and role of SoCalREN Project Manager and assigned Energy Consultant.

Participation of SoCalREN is entirely at the discretion of Los Angeles City and SoCalREN may modify or terminate its services based on funding availability.

Disclaimer

The products in this report represent examples based on their efficiency and impact on project economics. Measures will require more detailed engineering analysis of feasibility and constructability. This study does not include specific design instructions and is not intended as a design document. The selected design professional or installation contractor shall accept responsibility and liability for the results.

1) Executive Summary

The purpose of this document is to provide additional details and performance specifications for recommended lighting energy efficiency projects at this site. The document is intended to help the selected contractor more closely match their project design to the proposed scope.

Disclaimer

This document is NOT a design specification and neither TRC nor SoCalREN are providing engineer-of-record services. If there are any conflicts between the recommendations in this document and any state, local, or federal codes and requirements, then the recommendations in this document shall be superseded by those codes.

1.1 Overview of EEMs

The scope of this project includes exterior lighting upgrade and interior lighting controls upgrade and the following provides a high-level description of the measures proposed for this site.

- Interior Lighting Controls Upgrade
- Exterior LED Fixtures

SoCalREN is happy to support the City of South El Monte ("City") by discussing the pros and cons of the various technology options and helping to identify the scope that will most effectively meet the City's goals.

2) General

2.1 Terms and Conditions

The Contractor is expected to perform the construction work in compliance with the specific project requirements listed below. Details of these items will be discussed at the Pre-Construction meeting and memorialized in the meeting minutes for that meeting.

Contract terms and conditions put forth by the City as part of this project should not conflict with the scope of work terms and conditions. If a discrepancy should arise, the City's contract terms and conditions should take precedence.

The Contractor shall adhere to the following terms and conditions throughout the project:

- a) Contractor shall conduct all work during business hours in all areas unless previously scheduled with the City. Contractor shall comply with safety requirements in accordance with the City's requirements and Cal/OSHA.

- b) Contractor must notify the City in advance of any work that may be disruptive to the normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the City. Schedule the work after approval from the City so as to not interrupt daily operation of the facility. Contractor must check with the City if the work needs to be performed after hours.
- c) Contractor shall do all that is necessary to maintain a safe working environment for contractor's employees, the City, facility employees, and the general public present. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, City staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- d) Contractor shall work with the City facility staff to understand and abide by any site-specific security procedures.
- e) Contractor shall clean up any construction dust, dirt, and debris from work surfaces or equipment after work is completed each day and prior to occupancy.
- f) Contractor shall immediately notify the City of any and all issues that may result in a project delay and/or impact work quality or safety.
- g) The City must be informed of and approve all work performed by subcontractors; however, the City will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching.
- i) Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the City. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state, and local statutes and codes. Contractor will provide the City with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- j) Contractor shall be very careful to leave the facility with no damage to its structure, contents, existing finishes, and with no evidence of cutting or patching. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
- k) All work shall be performed in accordance with all Federal, state, and local codes.
- l) Contractor shall perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
 - California Electrical Code (CEC) Title 24, Part 3
 - California Building Energy Efficiency Code (CBEEC) Title 24, Part 6

- California Appliance Efficiency Regulations, Title 20
 - American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standards
 - National Electrical Code, including Los Angeles County and City of South of El Monte, local interpretation.
 - Equipment and materials specified under this performance specification shall conform to the standards of UL, ASTM, NEMA, ANSI, and ETL. Base materials shall be ASTM and/or ANSI standards. Electrical manufactured apparatus furnished under this section shall conform to National Electrical Manufacturer's Association (NEMA) standards and shall bear the Underwriters' Laboratories (UL) or Electrical Testing Laboratory (ETL) label where such a label is applicable
 - Contractor is responsible for securing all necessary permits, including 2022 Title 24 energy code documentation and compliance permits, and shall abide by local laws and regulations.
- m) All work shall be warranted against defects in material and workmanship for a period of one year from the date of acceptance. Any applicable warranty information beyond this should be stated and provided upfront.
- n) Descriptions, size, quantity, and condition of existing equipment reported in this document is for guidance only. Contractor shall independently verify all existing site conditions. The City will not be responsible for any restocking fees associated with extra or incorrectly ordered equipment.
- o) Provide copies of the all the applicable licenses to the City before beginning the work including but not limited to C-10 - Electrical Contractor.
- p) Contractor shall survey work areas, access, and conditions of existing systems. Also, log the existing conditions to discuss with the City officials and get all required approvals from the City to continue with the project implementation.
- q) Schedule the work after the approval from the City so as to not interrupt daily operation of the facility. Contractor to check with the City if the work needs to be performed after hours.
- r) Clean-up, removal of old lighting equipment and fixtures, and/or recycling fees are to be included.
- s) Contractor must meet appropriate insurance and/or bond requirements outlined by the City.
- t) Any other cost of business fees/expenses associated with performing the City work are to be included in the bid.
- u) Written approval from the City must be received in order to complete the work assigned.
- v) All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material safety data sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- w) Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.



2.2 Prevailing Wages

- a) Contractor shall be required to pay the prevailing rate of wages in accordance with the labor code and the State of California's prevailing wage laws.

2.3 Meetings

Contractor shall attend the following meetings complete with preparation and follow-up:

- a) **Pre-construction logistics meeting:** for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the submittal transmittal process. At the pre-construction meeting, the construction manager (CM) shall establish a mechanism for ongoing verification/inspection of work.
- b) **Submittal review meetings, as needed:** for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- c) **Construction kickoff meeting:** to resolve any remaining pre-construction issues, discuss safety concerns, and begin construction on site.
- d) **Regular construction meetings, as needed:** to discuss punch list items, the progress of the construction, and safety issues with upcoming work.
- e) **Final job walk(s):** to convey substantial completion to project team members and request final acceptance. Contractor shall schedule this meeting and the City of South of El Monte CM and facility personnel shall attend.
- f) Contractor shall review meeting minutes circulated after each meeting and resolve all action items assigned to contractor by the due date indicated in the minutes.

2.4 Logistics

Contractor shall coordinate logistics with the City to ensure safe and timely execution of the work. At a minimum, contractor shall perform the following activities:

- a) The City shall provide a site-specific safety briefing to contractor upon approval of the construction schedule. Contractor shall submit a safety plan per California OSHA standards as required in the contract to the City.
- b) Contractor shall work with the City and facility personnel to understand and abide by security procedures, as applicable.
- c) The City will assist to coordinate parking for contractor's vehicles. The parking strategy will be finalized in the pre-construction logistics meeting.
- d) The City shall designate an area at each of the facilities for equipment storage and staging. The staging area(s) will be finalized in the pre-construction logistics meeting.

- e) Contractor shall coordinate with the Agency CM prior to moving contractor's equipment, tools, and materials onto the construction sites at the start of the project.
- f) Contractor shall be responsible for the security of contractor's properties, equipment, construction materials, and all other items contained in contractor's staging area(s) or elsewhere on the construction sites.
- g) Contractor shall check in with the Agency CM at the start of each shift. the City CM will facilitate access to scheduled locations.
- h) Contractor will manage delivery and staging of material to the sites, including any secured storage considerations.
- i) All equipment and materials demolished under the terms of this project are to become the property of contractor and to be removed from the sites and properly disposed, unless stated otherwise by the customer. Recyclable, non-hazardous material will be recycled. Submittals

2.5 Time Schedule for the project

The Contractor shall complete the project in 3 months from the Notice to Proceed (NTP). The Contractor shall provide a project timeline identifying various milestones to meet the required schedule.

2.6 Bid Schedule

- a) RFI's shall be received no later than 5:00 pm on 04/13/2023 via email to City Contact at rsalas@soelmonte.org.
- b) Finalized Scope of Work including all applicable RFI revisions will be issued no later than 04/20/2023.
- c) Bids shall be received no later than 12:00 pm on 04/27/2023.

3) Submittals

Contractor will provide submittals as outlined below:

3.1 Preconstruction

Within (10) working days of work order proposal package approval, contractor shall provide the following submittals:

- a) Proposed construction schedule with major milestones indicated. May include, but not limited to:
 - Equipment order
 - Anticipated equipment delivery date

- Construction start and completion by site or major area
- Project walk through and punch list development
- Project sign off
- b) Work plan
- c) Safety plan
- d) Construction permits
- e) Equipment submittals
- f) Certifications for safety testing, acoustic testing, structural testing where applicable
- g) Hazardous Waste Disposal Certificates as requested or required
- h) Forms for list of points, 2022 Title-24 Compliance forms, start-up, pre-functional checklist, functional performance tests

3.2 Warranty Requirements

Warranty documentation for all the installed fixtures and controls.

- Any applicable warranty information should be stated and provided upfront.
- All materials shall be new and of good quality, free from damage or defect. Warranty periods shall commence at the time of final acceptance. All work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the work. During this period, the Contractor shall provide replacement materials and the necessary labor to replace defective materials and repair incorrectly operating systems.

3.3 Training

Provide necessary training required for maintenance and document relevant training documents for the City's reference.

3.4 Close-Out

Within 10 days of notifying the City of South of substantial completion, contractor shall provide the following submittals:

- a) Final signed-off punch list
- b) Executed final acceptance form
 - Final approval letter from the City must be received to deem the work as complete and satisfactory.
- c) As-builts including but not limited to lighting fixtures schedule and controls drawings. Operation and maintenance (O&M) manuals for all the sensors and fixtures.

- d) Product manual, cut sheets, O&M manuals for electrical systems, and all other related manufacturer provided documents on all the new products/equipment installed.
- e) Training session outline
 - Provide necessary training required for future maintenance and document relevant training documents for the City's reference.

Submittals shall not be considered complete until they are reviewed and approved by the City. Contractor shall make corrections and transmit the revised submittal for approval.

4) General Guidance for Lighting Projects

Description of Scope

The scope of this project includes upgrading the interior lighting controls and replacing and retrofitting existing exterior lighting equipment with new equipment and controls. The following provides more specifics on the scope of work.

Interior Lighting Controls Upgrade

- Install Title 24-2022 required controls, as applicable

Exterior Lighting Retrofits

- Remove and replace existing Metal Halide wallpacks fixtures with new LED wallpacks
- Remove and replace existing incandescent canopy fixtures with new LED canopy fixtures
- Install Title 24-2022 required controls, as applicable

4.1 Interior Lighting Controls Upgrade

This measure proposes to install occupancy sensors for all the spaces and add automated lighting controls. The following provides additional performance specifications for the proposed controls.

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on lighting power density and building configuration, these controls may include:
 - Multi-level dimming controls
 - Daylighting controls
 - Occupancy sensors
- Contractor is responsible for identifying if power packs are needed for new occupancy sensors and performing the required installation work including but not limited to:
 - Sensor Mounting
 - Fixture and sensor connection
 - Low voltage wiring
- Contractor shall provide automatic-wall-switch occupancy sensor suitable for mounting in a single gang switchbox. Contractor shall replace the existing toggle switch with wall-switch occupancy sensors.
- Contractor shall provide new lighting controls sensors free of defect and capable of controls based on occupancy and daylighting.
- Contractor shall identify emergency lighting fixtures and verify the occupancy sensors do not interfere with their function.
- Sensors shall be UL listed.
- All lighting control sensors shall be warranted for a period of no less than five years.

- Sensing technologies shall be dual technology sensors. The occupancy sensor system shall not emit or interfere with any electronic device or human assistive devices.
- Sensors shall be either surface-mounted or recessed compatible with the site's existing construction.

Implementation

- Contractor shall commission occupancy sensors and daylighting controls to shutoff or dim fixtures in accordance to code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.
- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

4.2 Exterior Lighting Retrofits

This measure proposes to replace or retrofit the existing metal halide/incandescent exterior lighting fixtures with new LED fixtures and Title 24-compliant controls. The following provides additional performance specifications for the proposed LED equipment and controls.

Equipment

The following table summarizes the existing and proposed exterior lighting equipment. Contractor shall select appropriate fixtures per the specifications below.

Exterior LED Upgrades

Existing Equipment	Retrofit Description	Controls	Min Efficacy (LPW)	Max Fixture Wattage	Qty	Nominal CCT
(1) 150W Metal Halide Discharge (HID) Lamp in Wall Pack	Replace with LED Wall Pack, Lithonia TWX2 LED ALO 40K MVOLT DDB XD or similar	Integrated Photocell	110	32	4	5000
(1) 100W Incandescent Lamp in Surface Mounted Fixture	Replace with LED Canopy Fixture, Lithonia CNY LED P1 40K MVOLT DDB M4 or similar	Integrated Photocell	110	35	7	5000

The performance of the new luminaires shall meet or exceed the following:

- New fixtures shall be installed one-for-one with existing.

- New fixtures shall be meet requirements set forth by the America Recovery and Reinvestment Act (ARRA)
- New lighting equipment shall comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2.
- New fixtures and retrofit kits must meet the following requirements:
 - Be a Design Light Consortium (DLC) Premium New Luminaire, listed on the DLC Qualified Products List (QPL) version 4.4 or later.
 - Recessed can retrofit kits must be EnergyStar or DLC v4.4 listed
 - Color Rendering Index (CRI) must be 80 or higher.
 - Lumen maintenance shall be 50,000 hours at L70 and 36,000 hours at L90 or better.
 - Fixtures must be rated Universal Voltage (120/277V)
 - Fixtures must be dimmable using 0-10V control
 - Wallpacks and Canopy fixtures must be rated minimum IP65 (Ingress Protection code)
 - Wallpacks must be full cutoff type

Controls

- Contractor shall furnish and install all necessary lighting control devices in order to comply with all state, local, and federal codes, including but not limited to Title 24-2022 Section 130.2. Depending on fixture wattage and mounting height, these controls may include:
 - Photocell or astronomical timeclock control, or other control capable of automatically shutting lights off when daylight is available.
 - Motion sensing lighting controls capable of automatically reducing the lighting power of each luminaire by between 40% and 90% when no occupancy is detected.
 - Motion sensors must be rated to operate at relevant mounting heights for the fixture installed
 - New fixtures shall be wired to existing lighting control systems including but not limited to photocells and timeclocks.

Implementation

- Contractor shall verify applicability of the proposed fixtures, including but not limited to mounting type, voltage, etc.
- Contractor shall verify fixture counts before ordering new fixtures and materials.
- Contractor shall demolish, remove, and recycle existing fixtures or internal fixture components, as needed, in order to install the new fixtures.
 - New fixtures shall be installed one-for-one with existing.
- Contractor shall measure and verify that light levels from new LED fixtures meet the customer's requirements and adjust as necessary.
- Contractor shall commission motion sensor controls to timeout or dim in accordance with code requirements and City satisfaction
- Contractor shall provide necessary training required for future maintenance and document relevant training documents for the site staff's reference.
- Contractor shall provide necessary training and documentation pertaining to the new controls system installed and programmed Sequence of Operations.

- This performance specification does not include all details required for the completion of the work. Contractor shall be responsible for the cost of all items required for a complete and fully functional system. Contractor shall provide all materials, tools, equipment, and services required to meet the scope of work.

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__ .

Notary Public for California

My Commission Expires: _____

ATTACHMENT C

CLAIMS HISTORY

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

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

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

ATTACHMENT D

SAMPLE PROFESSIONAL SERVICES AGREEMENT

[see attached]

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this ____ day of ____ 2023 by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation (“City”) and _____, (“Contractor”). City and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

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

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers

the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments,

prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of

Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) 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.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Contractor 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, Contractor 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. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor 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 Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor,

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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 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 _____ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor 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. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor 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. Contractor 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. Contractor 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 Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. 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. Contractor 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 Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor'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. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor 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, Contractor 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers,

agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

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

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts

from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of

the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \$_____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733, and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) 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 FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

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.

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

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents for the project entitled _____, including any documents or exhibits referenced therein.**
- II. Brief description of the work to be performed:**
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
 - A.**
 - B.**
 - C.**
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor’s Proposal, and listed below:**
- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item’s subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.**
- IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the amount provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of SOUTH EL MONTE**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$_____ Each Accident

\$_____ Disease - Policy Limit

\$_____ Disease - Each Employee

_____ Named Insured (Contractor)	_____ Insurance Company
-------------------------------------	----------------------------

_____ Street Number	_____ Street Number
------------------------	------------------------

_____ City and State	_____ City and State
-------------------------	-------------------------

By_____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
City Manager, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the
Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of SOUTH EL MONTE
1415 Santa Anita Avenue
SOUTH EL MONTE, California 91733

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the
Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*



City Council Agenda Report

Agenda Item No. 7.d.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CITY COUNCIL TO RECEIVE AND FILE THE CITY OF SOUTH EL MONTE HOUSING ELEMENT ANNUAL PROGRESS REPORT

SUMMARY: As required by State law, staff is submitting the City of South El Monte Housing Element Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research to ensure compliance with Government Code Section 65400(a).

RECOMMENDED ACTION: Staff recommends City Council receive and file the City of South El Monte Housing Element Annual Progress Report.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact for this reporting requirement.

DISCUSSION: Government Code Section 65400(a) requires that all cities and counties provide an annual report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) regarding the Housing Element implementation and progress toward meeting their Regional Housing Needs Assessment (RHNA) allocation goal. The City's RHNA allocation goal for the 2021-2029 planning period is 577units and is divided among four targeted income levels:

- o Very-Low (50 percent of Area Median Income (AMI)),
- o Low (80 percent of AMI),
- o Moderate (100 percent of AMI)
- o Above-Moderate (120 percent of AMI).

The AMI for the City of South El Monte (Los Angeles County) in 2022 was \$91,100.

City of South El Monte Progress Toward Meeting RHNA Allocation 2021-2029						
	Extremely Low	Low	Moderate	Above Moderate		Total
6th Cycle Units Required	131	64	70	312		577
Calendar Year 2022				22		22
Remaining Units	131	58	70	289		550
5th Cycle 2013-2020 RHNA Required Units	43	25	28	76		172
Carryover (Units Required) 5th Cycle Shortfall	43	5	28	none/met criteria		76
Combined Required Totals (5th Cycle Shortfall & 6th Cycle Req.)	131 + 43 = 174	58 + 5 = 63	70 + 28 = 98	306		641

Staff Report prepared by Angie Hernandez, Community Development Executive Assistant.

ATTACHMENT(S):

A. Annual Progress Report 2022

2022 SOUTH EL MONTE Housing Element Annual Progress Report

General Information

First Name	Angie	Street Address	1415 Santa Anita Ave	Phone	6265796540
Last Name	Hernandez	City	South El Monte	Email	ahernandez@soelmonte.org
Title	Community Development Executive Assistant	Zip Code	91733		

Comments: Include any additional information or explanation for the information provided in the following tables.

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE A - Housing Development Applications Submitted

Unit Information

Project Identifier		Proposed Units Affordability by Household Incomes									
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Proposed Units by Project	Total Approved Units by Project	Total Disapproved Units by Project
8103-024-041	2532 Edwards Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8103-024-040	2542 Edwards Ave, South El Monte CA 91733	0	0	0	0	0	0	2	2	2	0
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8114-033-004	1634 Leafdale Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8117-022-016	1429 Seaman Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8119-007-066	1047 Farmer Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-015-012	11142 Maplefield Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8103-014-018	2313 Santa Anita Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8117-023-012	9948 La Madrina Drive, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8114-026-011	1745 Penn Mar Ave, South El Monte CA	0	0	0	0	0	0	1	1	1	0
8104-017-035	10841,43,45 Klingerman Street, South El Monte CA 91733	0	0	0	0	0	0	1	1	3	0
8103-007-013	2517 Luder Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8103-007-013	2515 Luder Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8104-025-011	2315 Granada Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-008-038	1403 Leafdale Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0

8118-015-036	11223 Maplefield Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8118-015-036	11221 Maplefield Ave, South El Monte CA 91733	0	0	0	0	0	0	1	1	1	0
8581-038-059	3035 Adelia Ave, (Unit #A, B, C), Soutl El Monte CA 91733	0	0	0	0	0	0	3	3	3	0
Totals		0	0	0	0	0	0	22	22	24	0

Project Information												
Project Identifier					Unit Types				Density Bonus Applications			
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Date Application Submitted	Was Application Submitted Pursuant to SB 35 Streamlining?	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application	Notes
8103-024-041	8103-024-041	2532 Edwards Ave, South El Monte CA 91733		Permit # RES-NEW-22-006	ADU	Owner	12/22/2022	No	No	N/A	Approved	Propose 2 2-story ADU (APN8103-024-041)
8103-024-040	8103-024-040	2542 Edwards Ave, South El Monte CA 91733		Permit # RES-NEW-22-005	ADU	Owner	12/22/2022	No	No	N/A	Approved	Proposed 2 stories detached (2) ADUs. (APN8103-024-040)
8116-011-018	8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Coverision - Attached JADU	Permit # RES-ACC-22-024	ADU	Owner	11/23/2022	No	No	N/A	Approved	Convert a laundry room (162 sqft) and existing bedroom (173 sqft) to be part of an attached JADU at 335 sqft (APN8116-011-018)
8114-033-004	8114-033-004	1634 Leafdale Ave, South El Monte CA 91733		Permit # RES-ACC-22-035	ADU	Owner	12/15/2022	No	No	N/A	Approved	ADU dwelling roughly 810 sq ft with a 2 ft porch (APN 8114-033-004)
8117-022-016	8117-022-016	1429 Seaman Ave, South El Monte CA 91733		Permit # RES-ACC-22-012	ADU	Owner	12/13/2022	No	No	N/A	Approved	Detached Garage converted to an 417 sq ft ADU (8117-022-016)

8119-007-066	8119-007-066	1047 Farmer Ave, South El Monte CA 91733		Permit # RES-ACC-21-016	ADU	Owner	06/29/2022	No	No	N/A	Approved	New ADU, 494 sqft - detached (APN8119-007-066)
8118-015-012	8118-015-012	11142 Maplefield Street, South El Monte CA 91733		Permit# RES-ACC-21-025	ADU	Owner	05/23/2022	No	No	N/A	Approved	Conversion of existing detached garage into accessory dwelling unit (ADU) and north & south additions to create a larger ADU. Existing garage area = 406,7 North addition area = 109, South addition area = 121. Total new addition = 230 sq. ft. (APN 8118-015-012)
8103-014-018	8103-014-018	2313 Santa Anita Ave, South El Monte CA 91733		Permit # RES-ACC-22-002	ADU	Owner	12/05/2022	No	No	N/A	Approved	Convert existing detached garage and add335QFT to create an ADU (Apn 8103-014-018)
8117-023-012	8117-023-012	9948 La Madrina Drive, South El Monte CA 91733		Permit # RES-ACC-22-007	ADU	Owner	04/13/2022	No	No	N/A	Approved	Convert existing room to ADU (Detached) 800 sqft (APN 8117-023-012)

8114-026-011	8114-026-011	1745 Penn Mar Ave, South El Monte CA		Permit #27947	ADU	Owner	01/20/2022	No	No	N/A	Approved	New detached ADU (1,000 sqft) 2bed2bath (APN 8114-026-011)
8104-017-035	8104-017-035	10841,43,45 Klingerman Street, South El Monte CA 91733		Permit # 27972	ADU	Owner	02/01/2022	No	No	N/A	Approved	New 2 Story Addition, New SFD, New SFD with attached garage to become a triplex with a 4-car detached garage (APN 8104-017-035)
8103-007-013	8103-007-013	2517 Luder Ave, South El Monte CA 91733		Permit # 27973	ADU	Owner	03/31/2022	No	No	N/A	Approved	NEW detached 800 sqft ADU with a 528 sqft 2-car garage (APN: 8103-007-013)
8103-007-013	8103-007-013	2515 Luder Ave, South El Monte CA 91733		Permit # 27974	ADU	Owner	03/31/2022	No	No	N/A	Approved	2 Story addition to an Existing SFD 4 bedroom 3bath with kitchen, family rm, convert kitchen to Living room (2433sqft) (APN: 8103-007-013)
8104-025-011	8104-025-011	2315 Granada Ave, South El Monte CA 91733		Permit # 27979	ADU	Owner	04/21/2022	No	No	N/A	Approved	1000 sqft ADU with attached new 637 sqft Garage (APN 8104-025-011)

8116-011-018	8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Detached ADU	Permit # 28003	ADU	Owner	06/30/2022	No	No	N/A	Approved	Detached New 998 sq ft ADU with New 2Car Garage (492) and Porch (198) (APN:8116-011-018)
8118-*008-038	8118-008-038	1403 Leafdale Ave, South El Monte CA 91733		Permit # 28020	ADU	Owner	10/06/2022	No	No	N/A	Approved	Converted Attached Garage into an ADU (350sqft) (Apn 8118-008-038)
8118-015-036	8118-015-036	11223 Maplefield Ave, South El Monte CA 91733		Permit#20841	ADU	Owner	12/14/2022	No	No	N/A	Approved	Converted Attached Garage into an ADU (400sqft) (APN 8118-015-036)
8118-015-036	8118-015-036	11221 Maplefield Ave, South El Monte CA 91733		Permit # 20847	ADU	Owner	12/14/2022	No	No	N/A	Approved	Addition - Legalize an unpermitted bed/bath and add 262sqft bedroom (528) (APN: 8118-015-036)
8581-038-059	8581-038-059	3035 Adelia Ave, (Unit #A, B, C), South El Monte CA 91733		Permit # 27956	2 to 4	Owner	02/01/2022	No	No	N/A	Approved	3 unit Apartment Building with Attached 2 car garages (1,088 sq ft) (APN 8581-038-059)

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE A2 - Annual Building Activity Report Summary - New Construction

Entitlements

Project Identifier			Affordability by Household Income - Entitlements								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements
8103-024-041	2532 Edwards Ave, South El Monte CA 91733	Permit # RES-NEW-22-006	0	0	0	0	0	0	0		0
8103-024-040	2542 Edwards Ave, South El Monte CA 91733	Permit # RES-NEW-22-005	0	0	0	0	0	0	0		0
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Permit # RES-ACC-22-024	0	0	0	0	0	0	0		0
8114-033-004	1634 Leafdale Ave, South El Monte CA 91733	Permit # RES-ACC-22-035	0	0	0	0	0	0	0		0
8117-022-016	1429 Seaman Ave, South El Monte CA 91733	Permit # RES-ACC-22-012	0	0	0	0	0	0	0		0
8119-007-066	1047 Farmer Ave, South El Monte CA 91733	Permit # RES-ACC-21-016	0	0	0	0	0	0	0		0
8118-015-012	11142 Maplefield Street, South El Monte CA 91733	Permit# RES-ACC-21-025	0	0	0	0	0	0	0		0

8103-014-018	2313 Santa Anita Ave, South El Monte CA 91733	Permit # RES-ACC-22-002	0	0	0	0	0	0	0		0
8117-023-012	9948 La Madrina Drive, South El Monte CA 91733	Permit # RES-ACC-22-007	0	0	0	0	0	0	0		0
8114-026-011	1745 Penn Mar Ave, South El Monte CA	Permit #27947	0	0	0	0	0	0	0		0
8104-017-035	10841,43,45 Klingerman Street, South El Monte CA 91733	Permit # 27972	0	0	0	0	0	0	0		0
8103-007-013	2517 Luder Ave, South El Monte CA 91733	Permit # 27973	0	0	0	0	0	0	0		0
8103-007-013	2515 Luder Ave, South El Monte CA 91733	Permit # 27974	0	0	0	0	0	0	0		0
8104-025-011	2315 Granada Ave, South El Monte CA 91733	Permit # 27979	0	0	0	0	0	0	0		0
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Permit # 28003	0	0	0	0	0	0	0		0
8118-008-038	1403 Leafdale Ave, South El Monte CA 91733	Permit # 28020	0	0	0	0	0	0	0		0

8118-015-036	11223 Maplefield Ave, South El Monte CA 91733	Permit#20841	0	0	0	0	0	0	0		0
8118-015-036	11221 Maplefield Ave, South El Monte CA 91733	Permit # 20847	0	0	0	0	0	0	0		0
8581-038-059	3035 Adelia Ave (Unit # A, B, C), South El Monte CA 91733	Permit # 27956	0	0	0	0	0	0	0		0
Totals			0	0	0	0	0	0	0		0

Building Permits											
Project Identifier			Affordability by Household Income - Building Permits								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
8103-024-041	2532 Edwards Ave, South El Monte CA 91733	Permit # RES-NEW-22-006	0	0	0	0	0	0	2	12/22/2022	2
8103-024-040	2542 Edwards Ave, South El Monte CA 91733	Permit # RES-NEW-22-005	0	0	0	0	0	0	1	12/22/2022	1
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Permit # RES-ACC-22-024	0	0	0	0	0	0	1	11/23/2022	1
8114-033-004	1634 Leafdale Ave, South El Monte CA 91733	Permit # RES-ACC-22-035	0	0	0	0	0	0	1	12/15/2022	1
8117-022-016	1429 Seaman Ave, South El Monte CA 91733	Permit # RES-ACC-22-012	0	0	0	0	0	0	1	12/13/2022	1
8119-007-066	1047 Farmer Ave, South El Monte CA 91733	Permit # RES-ACC-21-016	0	0	0	0	0	0	1	06/29/2022	1
8118-015-012	11142 Maplefield Street, South El Monte CA 91733	Permit# RES-ACC-21-025	0	0	0	0	0	0	1	05/23/2022	1

8103-014-018	2313 Santa Anita Ave, South El Monte CA 91733	Permit # RES-ACC-22-002	0	0	0	0	0	0	1	12/05/2022	1
8117-023-012	9948 La Madrina Drive, South El Monte CA 91733	Permit # RES-ACC-22-007	0	0	0	0	0	0	1	04/13/2022	1
8114-026-011	1745 Penn Mar Ave, South El Monte CA	Permit #27947	0	0	0	0	0	0	1	01/20/2022	1
8104-017-035	10841,43,45 Klingerman Street, South El Monte CA 91733	Permit # 27972	0	0	0	0	0	0	1	03/28/2022	1
8103-007-013	2517 Luder Ave, South El Monte CA 91733	Permit # 27973	0	0	0	0	0	0	1	03/31/2022	1
8103-007-013	2515 Luder Ave, South El Monte CA 91733	Permit # 27974	0	0	0	0	0	0	1	03/31/2022	1
8104-025-011	2315 Granada Ave, South El Monte CA 91733	Permit # 27979	0	0	0	0	0	0	1	04/21/2022	1
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Permit # 28003	0	0	0	0	0	0	1	06/30/2022	1
8118-008-038	1403 Leafdale Ave, South El Monte CA 91733	Permit # 28020	0	0	0	0	0	0	1	10/06/2022	1

8118-015-036	11223 Maplefield Ave, South El Monte CA 91733	Permit#20841	0	0	0	0	0	0	1	12/14/2022	1
8118-015-036	11221 Maplefield Ave, South El Monte CA 91733	Permit # 20847	0	0	0	0	0	0	1	12/14/2022	1
8581-038-059	3035 Adelia Ave (Unit # A, B, C), South El Monte CA 91733	Permit # 27956	0	0	0	0	0	0	3	02/01/2022	3
Totals			0	0	0	0	0	0	22		22

Certificate of Occupancy											
Project Identifier			Affordability by Household Income - Certificate of Occupancy								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness
8103-024-041	2532 Edwards Ave, South El Monte CA 91733	Permit # RES-NEW-22-006	0	0	0	0	0	0	0		0
8103-024-040	2542 Edwards Ave, South El Monte CA 91733	Permit # RES-NEW-22-005	0	0	0	0	0	0	0		0
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Permit # RES-ACC-22-024	0	0	0	0	0	0	0		0
8114-033-004	1634 Leafdale Ave, South El Monte CA 91733	Permit # RES-ACC-22-035	0	0	0	0	0	0	0		0
8117-022-016	1429 Seaman Ave, South El Monte CA 91733	Permit # RES-ACC-22-012	0	0	0	0	0	0	0		0
8119-007-066	1047 Farmer Ave, South El Monte CA 91733	Permit # RES-ACC-21-016	0	0	0	0	0	0	0		0
8118-015-012	11142 Maplefield Street, South El Monte CA 91733	Permit# RES-ACC-21-025	0	0	0	0	0	0	0		0

8103-014-018	2313 Santa Anita Ave, South El Monte CA 91733	Permit # RES-ACC-22-002	0	0	0	0	0	0	0		0
8117-023-012	9948 La Madrina Drive, South El Monte CA 91733	Permit # RES-ACC-22-007	0	0	0	0	0	0	0		0
8114-026-011	1745 Penn Mar Ave, South El Monte CA	Permit #27947	0	0	0	0	0	0	0		0
8104-017-035	10841,43,45 Klingerman Street, South El Monte CA 91733	Permit # 27972	0	0	0	0	0	0	0		0
8103-007-013	2517 Luder Ave, South El Monte CA 91733	Permit # 27973	0	0	0	0	0	0	0		0
8103-007-013	2515 Luder Ave, South El Monte CA 91733	Permit # 27974	0	0	0	0	0	0	0		0
8104-025-011	2315 Granada Ave, South El Monte CA 91733	Permit # 27979	0	0	0	0	0	0	0		0
8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Permit # 28003	0	0	0	0	0	0	0		0
8118-008-038	1403 Leafdale Ave, South El Monte CA 91733	Permit # 28020	0	0	0	0	0	0	0		0

8118-015-036	11223 Maplefield Ave, South El Monte CA 91733	Permit#20841	0	0	0	0	0	0	0		0
8118-015-036	11221 Maplefield Ave, South El Monte CA 91733	Permit # 20847	0	0	0	0	0	0	0		0
8581-038-059	3035 Adelia Ave (Unit # A, B, C), South El Monte CA 91733	Permit # 27956	0	0	0	0	0	0	0		0
Totals			0	0	0	0	0	0	0		0

Project Information																	
Project Identifier					Unit Types					Housing with Financial Assistance and/or Deed Restrictions				Demolished/Destroyed Units			Notes
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Extremely Low Income Units	Was Project Approved using SB 35 Streamlining?	Infill Units?	Assistance Programs for each Development	Deed Restriction Type	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Number of Demolished/Destroyed Units	Demolished or Destroyed Units?	Demolished or Destroyed Units Owner or Renter	
8103-024-041	8103-024-041	2532 Edwards Ave, South El Monte CA 91733		Permit # RES-NEW-22-006	ADU	Owner	0	N	N		Other			0			Deed Restriction Recorded
8103-024-040	8103-024-040	2542 Edwards Ave, South El Monte CA 91733		Permit # RES-NEW-22-005	ADU	Owner	0	N	N		Other			0			Deed Restriction Recorded
8116-011-018	8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Coverion - Attached JADU	Permit # RES-ACC-22-024	ADU	Owner	0	N	N		Other			0			Deed Restriction Recorded
8114-033-004	8114-033-004	1634 Leafdale Ave, South El Monte CA 91733		Permit # RES-ACC-22-035	ADU	Owner	0	N	N		Other			0			City Deed Recorded

8117-022 -016	8117-022 -016	1429 Seaman Ave, South El Monte CA 91733		Permit # RES-ACC -22-012	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8119-007 -066	8119-007 -066	1047 Farmer Ave, South El Monte CA 91733		Permit # RES-ACC -21-016	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8118-015 -012	8118-015 -012	11142 Maplefiel d Street, South El Monte CA 91733		Permit# RES-ACC -21-025	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8103-014 -018	8103-014 -018	2313 Santa Anita Ave, South El Monte CA 91733		Permit # RES-ACC -22-002	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8117-023 -012	8117-023 -012	9948 La Madrina Drive, South El Monte CA 91733		Permit # RES-ACC -22-007	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8114-026 -011	8114-026 -011	1745 Penn Mar Ave, South El Monte CA		Permit # #27947	ADU	Owner	0	N	N		Other			0			City Deed Recorded

8104-017-035	8104-017-035	10841,43, 45 Klingerman Street, South El Monte CA 91733		Permit # 27972	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8103-007-013	8103-007-013	2517 Luder Ave, South El Monte CA 91733		Permit # 27973	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8103-007-013	8103-007-013	2515 Luder Ave, South El Monte CA 91733		Permit # 27974	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8104-025-011	8104-025-011	2315 Granada Ave, South El Monte CA 91733		Permit # 27979	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8116-011-018	8116-011-018	1448 Millet Avenue, South El Monte CA 91733	Detached ADU	Permit # 28003	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8118-008-038	8118-008-038	1403 Leafdale Ave, South El Monte CA 91733		Permit # 28020	ADU	Owner	0	N	N		Other			0			City Deed Recorded

8118-015-036	8118-015-036	11223 Maplefield Ave, South El Monte CA 91733		Permit#2 0841	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8118-015-036	8118-015-036	11221 Maplefield Ave, South El Monte CA 91733		Permit # 20847	ADU	Owner	0	N	N		Other			0			City Deed Recorded
8581-038-059	8581-038-059	3035 Adelia Ave (Unit # A, B, C), South El Monte CA 91733		Permit # 27956	2 to 4	Owner	0	N	N		Other			0			Entitlement Approved 2018, Building permits issued 02/01/2022

Density Bonus

Project Identifier				Density Bonus			
Current APN	Street Address	Local Jurisdiction Tracking ID	Deed Restriction Type	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)

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TABLE B - Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Income Level	RHNA Allocation	Restrictions	Projection Period	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low*	131	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	131
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Low	64	Deed restricted	3	1	0	0	0	0	0	0	0	0	4	60
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Moderate	70	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	70
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Above Moderate	312		0	1	22	0	0	0	0	0	0	0	23	289
Total Units			3	2	22	0	0	0	0	0	0	0	27	
Total RHNA	577	Total Remaining Need for RHNA Period												550

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1)

	Extremely Low-Income Need	Year 1 - 2021	Year 2 - 2022	Year 3 - 2023	Year 4 - 2024	Year 5 - 2025	Year 6 - 2026	Year 7 - 2027	Year 8 - 2028	Year 9 - 2029	Total Units to Date	Total Remaining ELI Need
Extremely Low-Income Units**	66	0	0	0	0	0	0	0	0	0	0	66

For the last year of the 5th cycle planning period, Table B will only include units that were permitted before the end date of the 5th cycle planning period.

For the first year of the 6th cycle planning period, Table B will only include units that were permitted since the start date of the 6th cycle planning period.

Projection Period units are included in a separate column.

*Units serving extremely low-income households must be included in the very low-income permitted totals in order to be credited toward the RHNA.

**Extremely low-income units determined pursuant to Government Code 65583(a)(1). Default value is half of the very low-income RHNA. May be overwritten.

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need

No Data Available

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE D - Program Implementation Status

Housing Programs Progress Report - Government Code Section 65583			
Program Description			
Name of Housing Element Program	Objective	Timeframe in H.E.	Status of Program Implementation
AFFORDABLE HOUSING OVERLAY ZONE	Affordable Housing Overlay establishes specific incentives for the development of affordable housing. The Overlay will provide a range of potential regulatory concessions for affordable projects, including flexibility in height limits, reduced parking, minimal setbacks, and/or reduced open space requirements. Incentives include waiving some or all of the development fees. Residential development within mixed-use areas is permitted both as stand-alone residential infill, as well as an integrated mixed-use developments. The Affordable Housing Overlay may also be used on a project-by-project basis in R-3 neighborhoods for quality affordable developments which blend well with the surrounding neighborhood.	Continuous	This is an ongoing effort and will continue
IMPLEMENTATION OF MIXED USE (C-R) ZONE	The City amended the Zoning Ordinance to permit mixed-use development using the new C-R zone district, the designation will permit both stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. (Commercial Residential) zone district.	Continuous	This is an ongoing effort and will continue
GENERAL PLAN AND ZONING ORDINANCE REVIEW AND UPDATE.	There will be an annual review of the General Plan to document its consistency with the Housing Element goals, policies, and programs.	Continuous	This is an ongoing effort and will continue

SECOND UNIT HOUSING PROGRAM	The first element of this program involves the continued use of a zoning provision that will continue to permit the development of an additional (second) housing unit on any R-1 Zoned lot. The additional housing units are permitted by right as long as they conform to the development standards for the R-1 Zone. An expanded component of this existing program will permit the City to waive application fees if the property owner agrees to an affordability covenant that would place an affordability restriction on the new units for a given period.	Continuous	The Accessory Dwelling Unit Ordinance was amended and adopted in the last quarter of 2017. The City continues to promote this program.
HOUSING CHOICE VOUCHER PROGRAM	A federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City of South El Monte has approximately 40 residents who currently participate in this program.	Continuous	This program is ongoing.
IDENTIFICATION OF ELI AND LOW INCOME HOUSING FUNDING SOURCES	The City proactively continues to pursue available funding sources to assist in the development of lower income, including extremely low-income housing. The City continues to apply for State and Federal assistance including, but not limited to, CDBG and Home funding. Other funding sources will continue to be explored including Prop 1-C and Local Housing Trust Funds.	Continuous	This program is ongoing and will be continued.

LOT CONSOLIDATION PROGRAM	In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels.	Continuous	The program is ongoing and will be continued.
EMERGENCY HOUSING PROGRAM	The City recently amended the Zoning Ordinance to permit emergency shelters in an area located in the northwestern portion of the City just south of Garvey Avenue and west of Rosemead Boulevard. The City's Zoning Ordinance was amended to permit such uses by right without discretionary review within this zone, and to ensure emergency shelters are only subject to the same development and management standards that apply to other allowed uses within the overlay area. This zone was specifically selected because of its proximity to transportation, public services, and the underlying uses that could more easily accommodate the use.	2014-2021	The rezoning has been completed though the City will continue to ensure that the available zoning is identified so that it may be effectively implemented.
TRANSITIONAL HOUSING PROGRAM	To comply with State law, the City of South El Monte has amended the Zoning Ordinance to permit transitional housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone (Ordinance No. 1183).	2014-2021	The Zoning Ordinance Amendment has been completed.
SUPPORTIVE HOUSING PROGRAM	The City of South El Monte has amended the Zoning Ordinance to permit supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone (Ordinance No. 1183).	2014-2021	The Zoning Ordinance Amendment has been completed.

SANTA ANITA AVENUE MIXED-USE AND SROHOUSING PROGRAM	The recent rezoning and General Plan Amendment now permits residential developments and mixed-use projects as infill development within the overlay zone. The rezoning now permits conventional mixed-use development that would involve ground level commercial uses with residential units in the above ground levels, infill developments consisting of entirely residential land uses, and developments where residential units and commercial uses would share the same parcel. In addition, single room occupancy (SRO) developments would be permitted pursuant to State law.	2014-2021	The City has completed the required rezoning that implements this program which was initiated during the previous 4th Housing Element Cycle.
COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM	Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities.	2014-2021	This program is administered by the Los Angeles County Development Authority (LACDA). The City promotes this program on an ongoing basis.
COUNTYWIDE AFFORDABLE HOME OWNERSHIP PROGRAM	This program provides funding in the form of second mortgages to increase home ownership units that are affordable to low- and moderate-income persons. This program facilitates the acquisition of existing structures suitable for home ownership opportunities for low- and moderate-income persons. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs.	2014-2021	This program is administered through Los Angeles Urban County HOME allocation. The City promotes this program on an ongoing basis.
FIRST TIME HOME BUYER PROGRAM	The Cal Home First Homebuyers Program consists of a \$25,000 down payment assistance program for qualified applicants. Depending on the project, the assistance may increase to a maximum amount of \$60,000.00. The loan is zero interest and must be repaid in 30 years. The program evaluates family size, family income, citizenship/residency, and type of property being purchased.	2014-2021	This program has expended it's funds through CalHome funds.

OWNER OCCUPIED REHABILITATION PROGRAM	The Owner Occupied Rehabilitation Program consists of a maximum loan amount of \$40,000 for qualified home rehabilitation that is secured through a Deed of Trust. The loan is a 30-year, zero interest loan, that will not need to be repaid until the property transfers title or the 30-year term expires. Some of the repairs that are included in the program include, but not limited to, roof replacement, exterior painting, new windows, plumbing, electrical repairs, termite fumigation, and health and safety repairs.	2020-2025	This program is ongoing and is funded through CalHome.
MORTGAGE CREDIT CERTIFICATE PROGRAM	The Mortgage Credit Certificate (MCC) Program leverages home ownership assistance by issuing certificates to income-qualified first-time home buyers authorizing the household to take a credit against Federal income taxes of up to 20% of the annual mortgage interest paid. The mortgage payments are used to repay the bonds; there is no City guarantee required.	2014-2021	This program is offered through the County and its funds.
REASONABLE ACCOMMODATION PROGRAM	Facilitate the development, maintenance, and improvement of housing for persons with disabilities; reduce processing time for reasonable accommodation requests by 50 percent.	Continuous	The program is ongoing and will be continued.
GREEN CITY PROGRAM	Green City" refers users to a wide range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The programs includes rebates for energy conserving refrigerators, water heaters, and other household appliances	Continuous	The program is ongoing and will be continued.
WATER CONSERVATION PROGRAM	The City of South El Monte shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development.	Continuous	The program is ongoing and will be continued.

FAIR/EQUAL HOUSING PROGRAM	This City program is designed to promote equal housing opportunities in South El Monte	Continuous	The program is ongoing and will be continued.
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2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE E - Commercial Development Bonus Approved pursuant to GC Section 65915.7

No Data Available

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE F - Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(2)

	Affordability by Household Incomes (Units that DO NOT count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	
	Affordability by Household Incomes (Units that DO count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of (CCR Title 25 § 6202)

No Data Available

2022 SOUTH EL MONTE Housing Element Annual Progress Report

TABLE H - Locally Owned Surplus Sites (CCR Title 25 § 6202)

No Data Available

2022 SOUTH EL MONTE Housing Element Annual Progress Report

LEAP Reporting (CCR Title 25 § 6202)

Total Award Amount	150,000.00				
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Land Management System	150,000.00	137,095.00	Completed	Local General Fund	Awaiting reimbursement



City Council Agenda Report

Agenda Item No. 9.a.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-25, APPROVING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH AKITOI LEARNING CENTER, LLC

SUMMARY: Staff is seeking City Council's approval to enter into a three-year extension to the lease agreement between the City and Akitoi Learning Center, LLC, for the premises at 1824 Central Avenue.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-25, approving amendment no. 1 entering into a three-year extension to the lease agreement with Akitoi Learning Center, LLC, for premises located at 1824 Central Avenue; and
2. Authorizing the City Manager or designee to negotiate and execute the lease amendment.

FISCAL/FINANCIAL IMPACT: The fiscal impacts of the current five-years lease agreement and the proposed three-year extension to the lease agreement are summarized below:

	Anniversary	Percentage	Monthly	Fiscal
Resolution	Date	Increase	Rent	Impact
Resolution No. 11-80	9/1/2018		\$ 2,010.14	\$ 24,121.68
Resolution No. 11-80	9/1/2019	5%	\$ 2,110.65	\$ 25,327.76
Resolution No. 11-80	9/1/2020	5%	\$ 2,216.18	\$ 26,594.15

Resolution No. 11-80	9/1/2021	5%	\$ 2,326.99	\$ 27,923.86
Resolution No. 11-80	9/1/2022	5%	\$ 2,443.34	\$ 29,320.05
Resolution No. 23-25	9/1/2023	5%	\$ 2,565.50	\$ 30,786.06
Resolution No. 23-25	9/1/2024	5%	\$ 2,693.78	\$ 32,325.36
Resolution No. 23-25	9/1/2025	5%	\$ 2,828.47	\$ 33,941.63

DISCUSSION: Since December 1, 2011, Akitoi Learning Center has been providing the South El Monte community quality childcare and preschool education services. The current lease agreement with Akitoi Learning Center expires on August 31, 2023. Akitoi Learning Center has expressed interest in continuing its services at the same location by entering into this three-year extension to the lease agreement.

ATTACHMENT(S):

- A. Resolution No. 23-25
- B. Original Lease

ATTACHMENT A

RESOLUTION NO. 23-25

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AMENDMENT NO. 1 TO THE LEASE
AGREEMENT BETWEEN THE CITY AND AKITOI
LEARNING CENTER, LLC, FOR THE PREMISES AT 1824
CENTRAL AVENUE

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

WHEREAS, on December 1, 2011, Akitoi Learning Center (Akitoi), LLC, entered into a Lease Agreement with the City for the premises at 1824 Central Avenue which expired on August 31, 2018; and

WHEREAS, on September 12, 2017, Akitoi entered into a new Lease Agreement with the City which will expire on August 31, 2023; and

WHEREAS, the City and Akitoi desire to enter into an amendment to the Lease Agreement to extend the Lease Term for three (3) year; and

WHEREAS, pursuant to the existing Lease Agreement and the proposed amendment, Akitoi's monthly rent will increase annually by five percent (5%) and will result in the following monthly rents: \$2,565.50 starting September 1, 2023, \$2,693.78 starting September 1, 2024, and \$2,828.47 starting September 1, 2025; and

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby:

Section 1. Approves an amendment to the Lease Agreement between the City and Akitoi Learning Center extending the Lease Term to August 31, 2026 and approved as to form by the City Attorney.

Section 2. The City Manager is hereby authorized and directed to execute the proposed amendment. The City Manager is further directed to take all actions necessary to effectuate this resolution.

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

PASSED, APPROVED AND ADOPTED this 28th day of March, 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 Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-25, 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 March 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk

ATTACHMENT B

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

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

RECITALS

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

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

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

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

Section 1. Definitions

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

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

Section 2. Lease

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

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

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

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

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

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

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

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

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

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

Section 3. Term of Lease

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

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

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

Section 4. Tenant Improvements

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

Section 5. Initial Term Rent

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

Section 6. Rent for Option Years

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

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

Section 7. Maintenance and Fee

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

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

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

2. Exterior signs and tenant directories.

3. Any fire detection and/or sprinkler systems.

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

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

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

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

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

Section 8. Security Deposit

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

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

Section 9. Use

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

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

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

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

Section 10. Utilities

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

Section 11. Taxes

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

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

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

Section 12. Condition of Premises

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

Section 13. Repairs and Maintenance

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

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

Section 14. Alterations

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

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

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

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

Section 15. Entry

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

Section 16. Surrender of Premises; Holding Over

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

Section 17. Indemnity

A. Tenant's Indemnity

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

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

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

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

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

B. Landlord's Indemnity

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

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

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

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

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

Section 18. Insurance

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

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

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

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

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

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

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

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

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

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

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

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

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

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

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

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

D. Notification of Claims

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

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

Section 19. Compliance with Civil Rights Laws

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

Section 20. Compliance with Section 504 and the ADA

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

Section 21. Compliance with Drug-Free Workplace Act

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

Section 22. Trade Fixtures

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

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

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

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

Section 23. Signs

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

Section 24. Damage and Destruction

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

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

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

Section 25. Condemnation

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

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

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

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

Section 26. Assignment and Subletting

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

Section 27. Default

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

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

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

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

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

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

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

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

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

F. The abandonment of the Premises by Tenant.

Section 28. Remedies

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

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

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

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

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

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

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

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

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

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

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

Section 29. Waiver of Breach

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

Section 30. Notices

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

Ofelia Aguilar
Akitoi Learning Center
1637 Maxson Road

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

or to Landlord at:

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

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

Section 31. Heirs and Successors

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

Section 32. Partial Invalidity

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

Section 33. Entire Agreement

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

Section 34. Time of Essence

Time is of the essence in this Lease.

Section 35. Rent

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

Section 36. Amendments

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

Section 37. Merger

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

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

Section 38. Governing Law

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

Section 39. No Brokerage Commission

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

Section 40. Recording

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

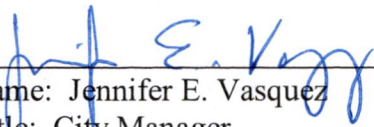
The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

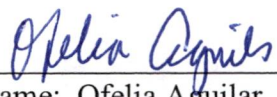
City of South El Monte,
a California municipal corporation

Consultant:

Akitoi Learning Center

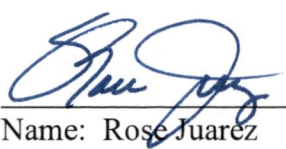
By: 

Name: Jennifer E. Vasquez
Title: City Manager

By: 

Name: Ofelia Aguilar
Title: Director

ATTEST:

By: 

Name: Rose Juarez
Title: City Clerk

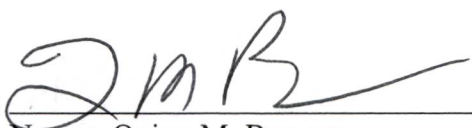
By: _____

Name: _____

Title: _____

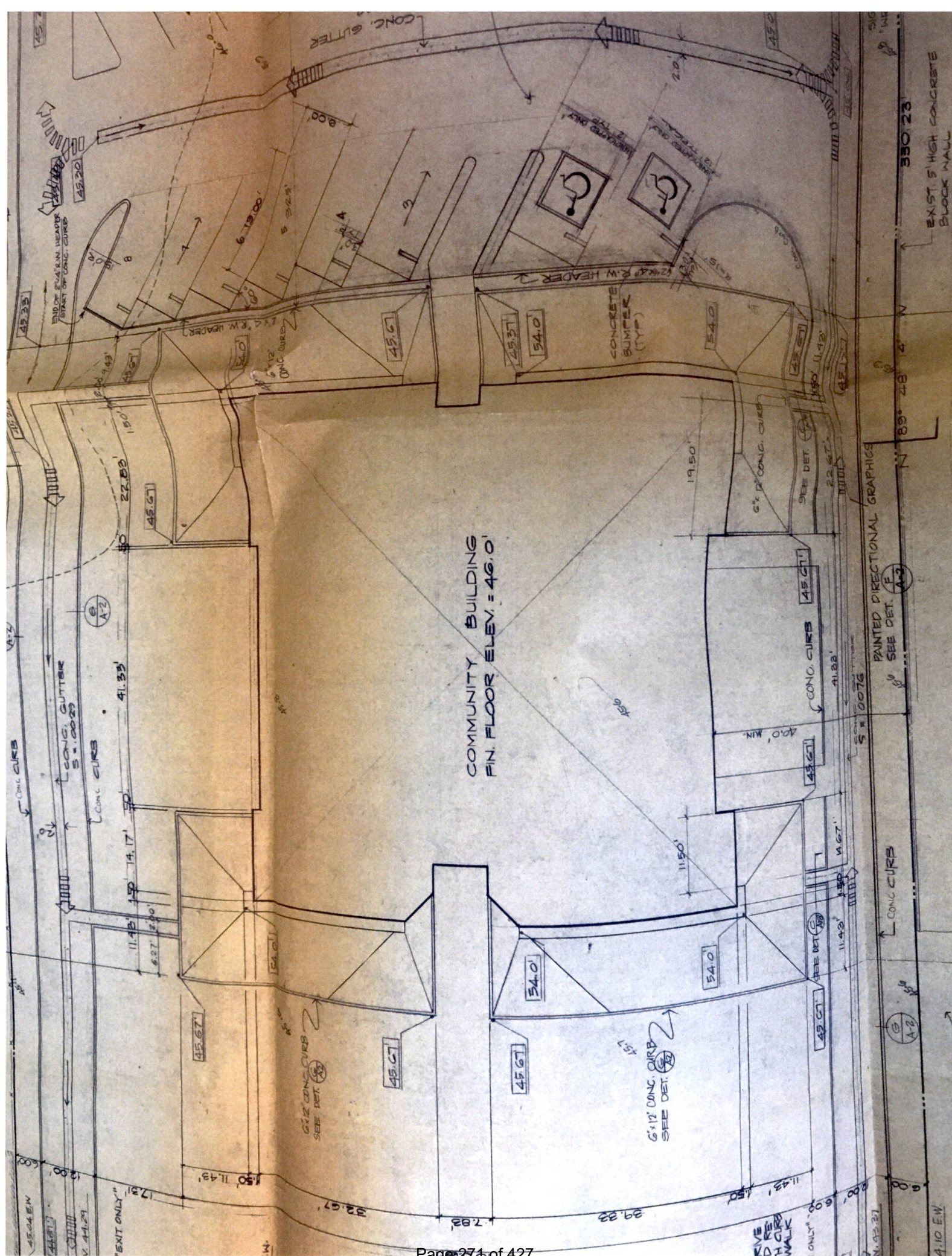
**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

APPROVED AS TO FORM:

By: 

Name: Quinn M. Barrow
Title: City Attorney

EXHIBIT A
SITE PLAN





City Council Agenda Report

Agenda Item No. 9.b.

DATE: March 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. 23-26, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH WEST COAST ARBORIST FOR TREE MAINTENANCE SERVICES

SUMMARY: On September 11, 2019 the Engineering Department issued a Request for Proposals (RFP) soliciting Tree Maintenance Services for the City of South El Monte. The three year contract expired November 2022.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 23-26, amending the contract with West Coast Arborists for an additional three months to complete tree timing work for fiscal year 2022/23 and increase the annual budget in the amount of \$200,000

FISCAL/FINANCIAL IMPACT: The contract is proposed to be amended to add \$200,000 to complete tree trimming services in fiscal year 2022/23.

DISCUSSION: West Coast Arborist provides tree trimming services for the City under a 3 year contract with two additional one year contract extensions that was approved by City Council on November, 2019.

Contract tree trimming services are currently included in the FY2022/23 budget in the amount of \$100,000, however an additional \$200,000 is required to complete tree trimming activity for this fiscal year. If approved, the additional amount would be paid out of general fund balance.

Staff recommends approving the proposed amendment to the tree trimming contract with West Coast Arborist to complete fiscal year 2022/23 trimming schedule.

ATTACHMENT(S):

- A. Resolution No. 23-26
- B. Amendment No. 1

C. Original Agreement - West Coast Arborist

ATTACHMENT A

RESOLUTION NO. 23-26

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH WEST COAST ARBORISTS FOR TREE MAINTENANCE SERVICES FOR THE CITY OF SOUTH EL MONTE

WHEREAS, the City approved a contract for tree trimming services with West Coast Arborist (“Contractor”) entered into that certain Agreement for Contract Services dated November 19, 2019 (“Agreement”) whereby Contractor agreed to provide Tree Maintenance services (the “Services”); and

WHEREAS, the Term of the Agreement was from November 12, 2019 to December 31, 2022.

WHEREAS, the City, via authorization by the City Manager, Rene Salas, extended the Agreement for 180 days, resulting in a new expiration date of June 30, 2023; and

WHEREAS, the total maximum annual compensation due under the Agreement was \$300,000.00. translating to \$100,000 for each year of the three year contract; and

WHEREAS, by this amendment, City and Consultant now desire to increase the Contract Sum by \$200,000.00 for current fiscal year 2022/23 only.

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

SECTION 1. The City Council hereby approves Amendment No. 1 the annual contract sum by \$200,000 to complete tree trimming for fiscal year 2022/23.

SECTION 2. The City Council hereby authorizes the Mayor to execute Amendment No. 1 for Tree Maintenance Services with West Coast Arborists.

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

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

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

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

I, Donna Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 23-26 was duly passed and approved by the City Council at an adjourned regular meeting of said Council held on the 28th day of March, 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Sanchez, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

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 **WEST COAST ARBORIST, INC.**, a California corporation (“Consultant”) is effective as of the ____ day of ____, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated November 19, 2019 (“Agreement”) whereby Contractor agreed to provide Tree Maintenance services (the “Services”).

B. The Term of the Agreement was from November 12, 2019 to December 31, 2022.

C. The City, via authorization by the Interim City Manager, Rene Salas, extended the Agreement for 180 days, resulting in a new expiration date of June 30, 2023.

D. The total maximum compensation due under the Agreement was \$300,000.00. translating to \$100,000 for each year of the three year contract.

E. By this Amendment No. 1, City and Consultant now desire to increase the Contract Sum by \$200,000.00 for current fiscal year 2022/23 only.

F. Except as amended hereby, this extension is subject to the same terms and conditions as provided in the Agreement.

TERMS

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

a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~three hundred thousand dollars (\$300,000)~~ ***five hundred thousand (\$500,000.00)*** (the “Contract Sum”), ~~and not exceed one hundred thousand (\$100,000) per fiscal year~~ unless additional compensation is approved pursuant to Section 1.9.”

b. Section I. of Exhibit “C,” is hereby amended and shall now read as follows:

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

	Description	Unit	Unit Price FY 2019- 2020	Unit Price FY 2020- 2021	Unit Price FY 2021- 2022	Unit Price FY 2022- 2023
1.	Routine Annual Tree Trimming on Grid Basis	per tree	\$59.00	\$59.00	\$62.00	\$62.00
2.	Aesthetic or Service Request Pruning					
a.	0-6" diameter at breast height ("dbh")	per tree	\$59.00	\$59.00	\$62.00	\$62.00
b.	7-12" dbh	per tree	\$119.00	\$119.00	\$125.00	\$125.00
c.	13-18" dbh	per tree	\$174.00	\$174.00	\$182.00	\$182.00
d.	19-24" dbh	per tree	\$224.00	\$224.00	\$235.00	\$235.00
e.	25-36" dbh	per tree	\$274.00	\$274.00	\$287.75	\$287.75
f.	37" dbh & over	per tree	\$349.00	\$349.00	\$366.50	\$366.50
3.	Palm Tree Trimming					
a.	Coco Palm, any size	per tree	\$59.00	\$59.00	\$62.00	\$62.00
b.	Washington Palm, any size	per tree	\$69.00	\$69.00	\$72.00	\$72.00
c.	Canary Island Date Palm, any size	per tree	\$199.00	\$199.00	\$209.00	\$209.00
4.	Tree Removal					
a.	Tree and stump removal 0-24" dbh	per diameter inch	\$39.00	\$39.00	\$41.00	\$41.00

b.	Tree removals over 25" dbh	per diameter inch	\$49.00	\$49.00	\$51.00	<i>\$51.00</i>
c.	Stump only removal	per inch	\$17.00	\$17.00	\$17.75	<i>\$17.75</i>
5.	Tree Planting (Includes Labor, Tree, and 90-day Watering)					
a.	15 gallon tree	per tree	\$169.00	\$169.00	\$177.50	<i>\$177.50</i>
b.	24 inch box tree	per tree	\$329.00	\$329.00	\$345.50	<i>\$345.50</i>
6.	Crew Rental	per hour	\$84.00	\$84.00	\$88.00	<i>\$88.00</i>
7.	Specialty Equipment	per hour	\$139.00	\$139.00	\$146.00	<i>\$146.00</i>
8.	Emergency Response					
a.	Standard Hours	per hour	\$105.00	\$105.00	\$110.00	<i>\$110.00</i>
b.	Evenings, Weekends, and Holidays	per hour	\$315.00	\$315.00	\$330.00	<i>\$330.00</i>
9.	Tree Inventory Software	annually	No Charge	No Charge	No Charge	<i>No Charge</i>
10.	Tree Inventory Updates	per hour	\$84.00	\$84.00	\$88.00	<i>\$88.00</i>

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:

WEST COAST ARBORIST, INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 2200 E. Via Burton
Anaheim, CA 92806

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.

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: _____

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☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT C

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

WEST COAST ARBORISTS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of November 2019 by and between the City of South El Monte, a California, a municipal corporation ("City") and West Coast Arborists, Inc., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials 

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

1.7 Care of Work.

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

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes

of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

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

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed three hundred thousand dollars (\$300,000) (the "Contract Sum"), and not exceed one hundred thousand (\$100,000) per fiscal year unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the

performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4.COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Patrick Mahoney
(Name)

President
(Title)

Richard Mahoney
(Name)

Secretary
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 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 \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or

will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer

thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

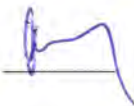
9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials



9.7 Corporate Authority.

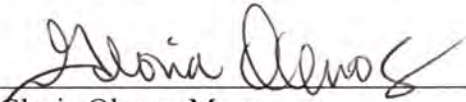
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

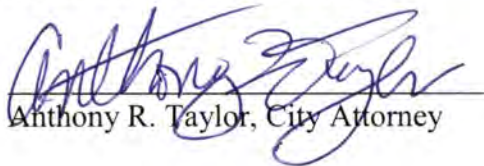
CITY OF SOUTH EL MONTE, a municipal corporation


Gloria Olmos, Mayor

ATTEST:

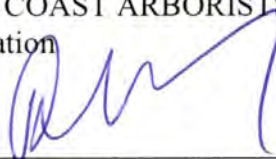

Rose Juarez, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP


Anthony R. Taylor, City Attorney

CONSULTANT:

WEST COAST ARBORISTS, INC., a California corporation

By: 
Name: Patrick Mahoney
Title: President

By: Richard Mahoney
Name: Secretary
Title: _____

Address: _____
2200 E. Via Burton
Anaheim, CA 92806

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 ORANGE)
On 12/27/19 before me, Amelia I. Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney and Richard Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: South El Monte Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

Signer's Name: Richard Mahoney

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Tree Maintenance Services:

- A. Develop City-wide Tree Trimming Schedule: The Consultant shall develop a City-wide Tree Trimming Schedule ("Schedule") that ensures trees within the City are maintained on an annual basis; Schedule should consider species of trees and may recommend that certain trees are trimmed on a bi-annual basis.
- B. Execute the City-wide Tree Trimming Schedule: Upon development of the Schedule, Consultant shall follow said Schedule to ensure that trees within the City are maintained according to Schedule, including complete removal and disposal services of all cut materials.
- C. Update and Maintain the City's Tree Database: Update the City's Tree Database with the location and other information of trees which Consultant interacts with.
- D. Provide Emergency Tree Trimming and Tree Removal Services if requested by the City.

II. All of Consultant's performance or work shall be subject to the following requirements:

- A. Consultant's work shall be completed under the direction of an International Society of Arboriculture (ISA) certified arborist or a consulting arborist that is a member of the American Society of Consulting Arborists (ASCA).
- B. All work shall be performed to American National Standards Institute (ANSI) A300 standards.
- C. Work that impacts the sidewalks of the City's streets shall only commence when "Sidewalk Closed" signs are placed at either end of the area affected by the work.
- D. Work that impacts shoulders of City streets shall only commence when "Shoulder Work Ahead" signs are placed and include traffic cones placed around the area affected by the work.
- E. Prior to conducting any work which will impact more than one lane of a City street, the Consultant shall submit a written traffic control plans. Work will only proceed upon the City's approval of the same.
- F. On-call work must be authorized by the City in a written work order.

- III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. City-wide Tree Trimming Schedule
- IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance each month by phone call or email:**
 - A. Monthly Status Conference Call with Contract Officer, to update City on work completed, work to be completed.
- V. 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.**
- VI. Consultant will utilize the following personnel to accomplish the Services: N/A**
Not Applicable

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 9.8, Performance Bond, is hereby amended to read as follows:

9.8 Performance Bond.

(a) A Performance Bond in the amount of two months' contract charge of the proposal shall be required prior to entering into a contract. The City will permit substitution of approved securities for moneys retained on contract.

(b) A performance bond or certified check payable to the City of South El Monte, in the amount equal to two months' base contract charge will be required of the successful proposer within five (5) business days after notification of award. These funds will be used to continue service in the event the Contractor fails to comply with the specifications, terms and conditions. If any subcontractors are to be used in the performance of this contract, the sub-contractors must furnish their own performance bonds or security checks.

II. Section 9.9, Labor and Materials Bond, is hereby amended to read as follows:

9.9. Labor and Materials Bond.

A labor and materials bond in the amount of 100% of the contract price is required.

III. Section 9.9, Affidavit of Non-Collusion

9.10 Affidavit of Non-Collusion.

The Consultant shall submit an Affidavit of Non-Collusion on a form approved by the City.

IV. Section 9.11, Claims History

9.11 Claims History.

The Consultant shall submit summary of all prior claims in accordance with the City's "Claims History" Policy.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	Description	Unit	Unit Price 2019-2020	Unit Price 2020-2021	Unit Price 2021-2022
1.	Routine Annual Tree Trimming on Grid Basis	per tree	\$59.00	\$59.00	\$62.00
2.	Aesthetic or Service Request Pruning				
a.	0-6" diameter at breast height ("dbh")	per tree	\$59.00	\$59.00	\$62.00
b.	7-12" dbh	per tree	\$119.00	\$119.00	\$125.00
c.	13-18" dbh	per tree	\$174.00	\$174.00	\$182.00
d.	19-24" dbh	per tree	\$224.00	\$224.00	\$235.00
e.	25-36" dbh	per tree	\$274.00	\$274.00	\$287.75
f.	37" dbh & over	per tree	\$349.00	\$349.00	\$366.50
3.	Palm Tree Trimming				
a.	Coco Palm, any size	per tree	\$59.00	\$59.00	\$62.00
b.	Washington Palm, any size	per tree	\$69.00	\$69.00	\$72.00
c.	Canary Island Date Palm, any size	per tree	\$199.00	\$199.00	\$209.00
4.	Tree Removal				
a.	Tree and stump removal 0-24" dbh	per diameter inch	\$39.00	\$39.00	\$41.00
b.	Tree removals over 25" dbh	per diameter inch	\$49.00	\$49.00	\$51.00
c.	Stump only removal	per inch	\$17.00	\$17.00	\$17.75
5.	Tree Planting (Includes Labor, Tree, and 90-day Watering)				

a.	15 gallon tree	per tree	\$169.00	\$169.00	\$177.50
b.	24 inch box tree	per tree	\$329.00	\$329.00	\$345.50
6.	Crew Rental	per hour	\$84.00	\$84.00	\$88.00
7.	Specialty Equipment	per hour	\$139.00	\$139.00	\$146.00
8.	Emergency Response				
a.	Standard Hours	per hour	\$105.00	\$105.00	\$110.00
b.	Evenings, Weekends, and Holidays	per hour	\$315.00	\$315.00	\$330.00
9.	Tree Inventory Software	annually	No Charge	No Charge	No Charge
10.	Tree Inventory Updates	per hour	\$84.00	\$84.00	\$88.00

II. Consultant shall perform the Services during the Term of the Agreement.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Not Applicable

IV. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- VI. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- VII. Expenses. These rates are inclusive of all expenses. Contractor shall bear all other out-of-pocket expenses or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.**
- VIII. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

Not Applicable

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

All services shall be performed on an ongoing maintenance schedule pursuant to the City-Wide Tree Trimming Schedule developed by Consultant and approved by the Contract Officer. Consultant shall also conduct any emergency services are required and requested by the Contract Officer.

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

A. City-Wide Tree Trimming Schedule – 30 days following the Effective Date.

B. Updated Tree Inventory – 30 days prior to the end of the Term.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2**

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public for California

My Commission Expires: _____

CLAIMS HISTORY

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

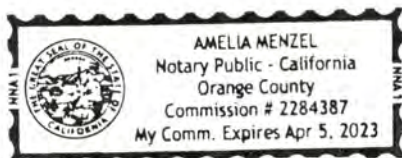
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On 11/5/19 before me, Amelia I. Menzel, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Patrick Mahoney
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
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☐ Other: _____
 Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

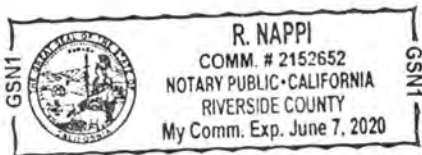
CIVIL CODE § 1189

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 Riverside)

On October 31, 2019 before me, R. Nappi "Notary Public",
Date Here Insert Name and Title of the Officer
personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 R. Nappi
Signature of Notary Public

Place Notary Seal Above

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☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



PAYMENT BOND
California Public Works

Bond No. RCB0024244
Charge for this bond is included in premium for Performance Bond.

KNOW ALL MEN BY THESE PRESENTS, That we, WEST COAST ARBORISTS, INC.

Illinois, called the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY,
corporation authorized to do business as surety in the State of California, called the Surety, are held and firmly bound
unto CITY OF SOUTH EL MONTE

called the Obligee, in the sum of ONE HUNDRED THOUSAND AND NO/100

Dollars (\$ 100,000.00 - - -) (penal sum) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, the Principal has entered into a contract dated the day of , with the Obligee,
for TO PROVIDE TREE MAINTENANCE SERVICES

____ ("Contract");

NOW, THEREFORE, if the Principal or its direct subcontractor shall pay all of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then this obligation shall be void, otherwise to remain in full force and effect, subject however to the following conditions:

1. That this bond is only for the benefit of persons named in Civil Code Section 3181 (and their assigns) who have contracts with the Principal or its subcontractor(s), and no other party shall have any right of action against this bond.
2. It is a condition precedent to claim upon this bond that claimant has given the 90-day public works preliminary bond notice as provided in Civil Code Section 3091.
3. No suit may be brought on this bond unless commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code Section 3184.
4. If suit is brought upon the bond, a reasonable attorney fee shall be paid to the prevailing party, but no attorney fee shall be paid from the bond unless such suit has been filed prior to payment by the Surety of the claim.
5. The Surety's liability hereunder is limited, singly or in the aggregate, to the penal sum of the bond set forth herein, and any payment by the Surety to a claimant or claimants hereunder reduces and exonerates the bond to the full extent paid.

Signed and sealed this 31st day of OCTOBER, 2019.

Principal: WEST COAST ARBORISTS, INC.

CONTRACTORS BONDING AND INSURANCE COMPANY

By: Patrick Mahoney, President

By: MICHAEL D. STONG, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

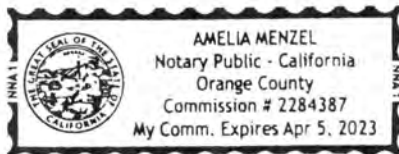
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State of California)
County of ORANGE)
On 11/5/19 before me, Amelia I. Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Amelia Menzel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Partner — ☐ Limited ☐ General

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☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

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☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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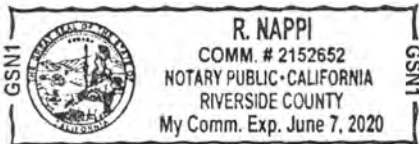
State of California)

County of Riverside)

On October 31, 2019 before me, R. Nappi "Notary Public",
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(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 R. Nappi
Signature of Notary Public

Place Notary Seal Above

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☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Rosemary Nappi, Michael D. Stong, Benjamin Harold Stong, jointly or severally

in the City of Riverside, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 25th day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of October, 2019.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson Corporate Secretary



City Council Agenda Report

Agenda Item No. 9.c.

DATE: March 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. 23-27, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC FOR A PROPOSED DEVELOPMENT OF PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD ("PROPERTY")

SUMMARY: A Memorandum of Understanding (MOU) regarding the proposed development of property located at 825 Lexington-Gallatin Road ("Property").

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-27, approving the MOU with MVP South El Monte I, LLC for a proposed development of property located at 825 Lexington-Gallatin Road ("Property"); and
2. Authorize the City Manager or designee to negotiate and execute the MOU.

FISCAL/FINANCIAL IMPACT: Currently, the City cannot determine the exact fiscal impact of this project, as it is still in its early stages. Most of the cost will be born by the developer, or reimbursed to the City throughout the project. Staff will continue to keep the City Council fully informed as the project progresses. At the completion of the project, the City is expected to financially benefit from the approximate eleven (10.92) acres being dedicated to the City. However, the annual operating cost of maintaining the public open space for recreational use will be budgeted in future years once completed. Although this project may take several years to complete, future increases in the assessed valuation of the developed industrial building is expected to generate more property taxes for the City.

DISCUSSION: Approval of Resolution No. 23-27 would authorize the City Manager to execute an MOU with MVP South El Monte I, LLC regarding the development of an approximate 21 acre vacant property. Development of the property includes developing approximately ten acres (10.22) acres with an approximate 223,000 square foot industrial building, and dedicating approximately eleven (10.92) acres, with limited site preparation,

to the City of South El Monte for future recreational uses, to be owned, managed and operated by the City of South El Monte as a public open space. Both sites will be designed to accommodate detention basin improvements.

The site includes a United States Army Corps of Engineers ("USACE") easement across the Property to "overflow, flood and submerge" all or a portion of the Property in connection with the easement. A written consent from the USACE for the "type and location of any structure and/or appurtenance thereto" is required to verify that changes to an authorized USACE Civil Works project will not be injurious to the public interest and will not impair the usefulness of the USACE project.

The project may also necessitate approval from (i) the Los Angeles County Flood Control District, for a gravity storm drain connection to an existing County Flood Control District facility along the northern property line; (ii) the El Monte Union High School District, for an easement across the South El Monte High School property for secondary emergency access in the event of flooding at the intersection of Santa Anita Avenue and Lexington-Gallatin Road, which could occur as a result of a fifty (50) year return period storm; (iii) other local, state or regional government entities.

The project will involve the following City approvals:

1. General Plan Map Amendment;
2. Zoning Map Amendment;
3. Adoption of an Environmental Impact Report;
4. Conditional Use Permit;
5. City approval of all required documentation and agreement(s) for City satisfaction of the Public Open Space dedication requirements.

Staff report prepared by Guillermo Arreola, Planning Manager.

ATTACHMENT(S):

- A. Resolution No. 23-27
- B. Draft MOU - 825 Lexington-Gallatin Rd

ATTACHMENT A

RESOLUTION NO. 23-27

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND MVP SOUTH EL MONTE I, LLC FOR DEVELOPMENT AND DEDICATION OF PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, the City of South El Monte (“City”) and MVP South El Monte I, LLC (“Owner”) have been in discussions about the property located at 835 Lexington-Gallatin Road (“Property”) and development related to the same; and

WHEREAS, the Owner owns the Property and desires to construct an industrial building (approximately 210,00 square feet) on 10.3 acres of the Property and dedicate the remaining 11 acres to the City for use as public open space; and

WHEREAS, the Property is subject to a flowage easement specific to regulations and oversight by the Army Corp of Engineers, among other state and federal standards, regulations and restrictions; and

WHEREAS, the parties desire to memorialize the intention parties in an memorandum of understanding (“MOU”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

Section 1. The City Council hereby authorizes the City Manager to execute the proposed Memorandum of Understanding (“MOU”), in substantially the form attached here to and as approved as to form by the City Attorney’s office.

Section 2. The City Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

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

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 23-27, 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 March 2023, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

Privileged & Confidential

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC
REGARDING THE DEVELOPMENT OF PROPERTY LOCATED AT
825 LEXINGTON-GALLATIN ROAD, SOUTH EL MONTE, CA 91733

This Memorandum of Understanding (“Agreement”) regarding the proposed development of the property located at 825 Lexington-Gallatin Road (“Property”), zoned Commercial (C), is entered into on this ____ day of _____, 20____, by and between the City of South El Monte (“City”), a municipal organization located at 1415 Santa Anita Avenue, South El Monte CA 91733, and MVP South El Monte I, LLC, a Delaware limited liability company (“Owner”). The City and Owner may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. Owner is the sole owner of the Property, which is more particularly described in the legal description attached hereto as Exhibit “A”.

B. Rather than developing the entirety of the Property, Owner proposes to provide over half of the Property for community use and enjoyment.

C. Owner proposes to develop the Property with (i) an approximately eleven (11) acre public open space area, to be transferred by Owner to City upon completion of limited site preparation (further described below) and thereafter developed, owned, and managed and operated by City (“Public Open Space”) and (ii) an approximately 210,000 square foot industrial building on approximately ten (10) acres fronting Lexington-Gallatin Road (“Industrial Building”), as schematically depicted on Exhibit “B” attached hereto.

D. The Public Open Space will provide community benefits to the City, in part because of its size and proximity to existing public parks and recreational facilities, and the Industrial Building will provide community benefits to the City, in part because of newly created (i) employment opportunities during construction and occupancy and (ii) property and sales and use tax revenues.

E. The Industrial Building and Public Open Space will be designed to accommodate Detention Basin Improvements (defined below at paragraph 3.A.i). The Industrial Building, Public Open Space, and Detention Basin Improvements are collectively referred to herein as the “Project.”

F. Among other easements, the United States Army Corps of Engineers (“USACE”) has an easement across the Property to “overflow, flood and submerge” all or a portion of the Property in connection with the Whittier Flood Control Basin project (“USACE Easement”) pursuant to the covenants and conditions provided in an order and judgement entered on September 8, 1955 in an action by the United States of America in Case No. 9103, recorded October 9, 1958 in Book M131, Page 58, Official Records (“Order”). The Order requires written consent from the

USACE for the “the type and location of any structure and/or appurtenance thereto” in the USACE Easement.

G. The USACE has determined that approval of the Project will be required pursuant to the USACE Section 408 Program (“Section 408 Permit”). The purpose of the Section 408 Program, which is codified at 33 U.S.C. § 408, is to verify that changes to an authorized USACE Civil Works project will not be injurious to the public interest and will not impair the usefulness of the USACE project.

H. Section 214 of the Water Resources Development Act of 2000, as amended (33 U.S.C. § 2352), authorizes the USACE to accept funds from non-federal public entities to provide priority review of Section 408 Permit applications pursuant to a Section 214 Agreement.

I. City desires to facilitate Owner’s efforts to obtain a Section 408 Permit and Section 214 Agreement.

J. The Project will necessitate environmental review pursuant to the California Environmental Act (“CEQA Project Environmental Review”), for which the City will act as the Lead CEQA Agency, and the National Environmental Protection Act (“NEPA Project Environmental Review”), for which the USACE is anticipated to act as the Lead NEPA Agency (together, “Project Environmental Review”).

K. The Project will necessitate the following City approvals, subject to CEQA Project Environmental Review: (i) adoption or certification, as applicable, of the CEQA Project Environmental Review document; (ii) General Plan Land Use Map amendments; (iii) Zoning Map amendments; (iv) Site Permit review and approval; (v) Conditional Use Permit approval; and (vi) if City desires to accept dedication of the Public Open Space to City by Owner, City approval of all required documentation and agreement(s) for City satisfaction of the Public Open Space Dedication Requirements (defined below) (vii) any other applicable City approval (collectively, “City Project Approvals”). The Parties desire to consolidate the City Project Approvals at the City Council level after a recommendation from the City Planning Commission, as applicable, at the City Council’s discretion.

L. The Project could also necessitate approval from third parties including (i) the Los Angeles County (“County”) Flood Control District, for a gravity storm drain connection to an existing County Flood Control District facility along the northern Property line; (ii) the El Monte Union High School District, for an easement across the South El Monte High School property for secondary emergency access in the event of flooding at the intersection of Santa Anita Avenue and Lexington-Gallatin Road, which could occur as a result of a fifty (50) year return period storm; and (iii) other local, state or regional government entities (collectively, “Other Local/State Project Approvals”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Definitions. The definitions in the Recitals above are incorporated herein by reference. In addition, the following definitions apply for purposes of this Agreement:

A. “Federal Project Approvals” means, subject to completion of NEPA Project Environmental Review: (i) adoption or issuance, as applicable, of the NEPA Project Environmental Review document; (ii) the USACE Section 408 Permit approval, which allows another party, such as a local government, company, or individual, to alter a USACE Civil Works project; and (iii) any other approvals required by other federal government agencies in connection with the Project.

B. “Project Approvals” means City Project Approvals, Other Local/State Project Approvals and Federal Project Approvals.

C. “Final Project Approvals” means the later of (i) the expiration of the time periods for filing an administrative appeal or other administrative challenge to the City Project Approvals; (ii) the favorable resolution of any administrative appeal(s) or other challenge(s) to the City Project Approvals, meaning that the City Project Approvals are upheld; (iii) the expiration of the applicable statute of limitations periods for the filing of a lawsuit related to the City Project Approvals and Other Local/State Project Approvals; (iv) the expiration of the voter referendum period for the applicable City Project Approvals; and (v) the favorable resolution of any lawsuit(s) or voter referendum related to the City Project Approvals and Other Local/State Project Approvals, meaning that the City Project Approvals and Other Local/State Project Approvals are upheld. Notwithstanding the foregoing, “Final Project Approvals” shall not be deemed to have occurred if any lawsuit(s) related to the Federal Project Approvals is filed prior to the otherwise applicable “Final Project Approvals” date under this Section 1.C unless and until there is a favorable resolution of any such lawsuit(s).

2. Purpose.

A. This Agreement sets forth the responsibilities of the Parties for processing the Project Approvals.

B. For the avoidance of doubt, this Agreement does not constitute any of the City Project Approvals or the City’s determination to enter into a definitive binding agreement to effectuate the Project. The Parties acknowledge that the City is not legally permitted to, and will not, determine whether to enter into any such agreement, to issue any such City Project Approvals, or to otherwise irreversibly commit itself to the Project until after the City has completed the City’s obligations with respect to the CEQA Project Environmental Review, including, but not limited to, exercising its sole and absolute discretion to (i) not proceed with the Project at all, or to modify the Project as may be necessary to comply with CEQA; (ii) if applicable, select other feasible alternatives to avoid or substantially lessen significant environmental impacts (including a feasible project other than the Project, a feasible different location for the Project, or the “No Project Alternative”); (iii) balance the benefits of the Project against any significant environmental impacts that cannot be avoided, if any, prior to making a determination as to whether or not to issue such City Project Approvals or to enter into such agreement; (iv) adopt any mitigation measures to reduce significant environmental impacts; and (v) make and adopt any associated certifications, approvals, findings, ordinances and/or resolutions.

C. For the avoidance of doubt, the City's actions in connection with the issuance of the Section 408 Permit by the USACE are not, and shall not be deemed, to commit the City to issuing any City Project Approvals, to constrain in any manner the City's discretion in conducting the CEQA Project Environmental Review, or to accept the dedication of the Public Open Space.

3. Owner Responsibilities.

A. Project Design and Construction.

i. Detention Basin Improvements. Owner shall, at its sole cost and expense, design and construct storage and drainage for the required volume of potential flood waters from the Whittier Flood Control Basin, as determined by the USACE as part of the Section 408 Permit process. Among other requirements and conditions to be determined by USACE, it is currently anticipated that the "Detention Basin Improvements" will include (a) installation of a new detention basin approximately five (5) to eight (8) feet deep along Santa Anita Avenue and (b) installation of a new gravity storm drain connection for the detention basin, which will connect to an existing County Flood Control District facility along the northern Property line. In the event Owner learns of or anticipates any change in the Detention Basin Improvements, as described herein, Owner shall promptly notify the City.

ii. Industrial Building. The Parties acknowledge that the Industrial Building will be located in an area currently susceptible to flood waters from the Whittier Flood Control Basin and, therefore, the design of the Industrial Building will also be subject to review and approval by the USACE as part of the Section 408 Permit process. Owner shall, at its sole cost and expense, design and construct the Industrial Building on the Property and any related surface parking.

iii. Public Open Space. The Parties acknowledge that the Detention Basin Improvements will be located in and under the Public Open Space and, therefore, the design of the Public Open Space will also be subject to review and approval by the USACE as part of the Section 408 Permit process. Pursuant to subsection (i) above, Owner shall, at its sole cost and expense, be responsible for designing the Detention Basin Improvements in the Public Open Space pursuant to USACE requirements. Owner shall also conduct limited site preparation (e.g. rough grading) for the Public Open Space. However, pursuant to Section 4(D)(i) below, City shall be responsible for designing and constructing any further improvements to the Public Open Space.

B. Public Open Space Dedication. Owner shall transfer the Public Open Space to City, subject to Final Project Approvals and City satisfaction of the Public Open Space Dedication Requirements (defined below).

C. Section 408 Permit. Owner shall prepare all required Section 408 Permit application materials and supplemental materials required by the USACE for the Section 408 Permit.

D. Section 214 Agreement. If authorized by the USACE, Owner shall prepare the Section 214 Agreement, which allows the Corps to accept funds from non-federal public

entities, natural gas companies, or public-utility companies to provide priority review of their permit applications, with the USACE in coordination with City and the USACE.

4. City Responsibilities.

A. Application Review. City shall conduct preliminary review and provide any comments on Owner's applications for City Project Approvals within forty-five (45) sixty (60) calendar days of receipt of completed applications.

B. Section 408 Permit. City shall act as the Non-Federal Sponsor for purposes of seeking issuance of a Section 408 Permit from the USACE to authorize the construction of the Project, including but not limited to the Detention Basin Improvements. Owner shall reimburse City for costs and expenditures related to the USACE Section 408 Permit process, pursuant to Section 5, below.

C. Section 214 Agreement. If authorized by the USACE, City shall enter into a Section 214 Agreement with the USACE to expedite the Section 408 Permit approval process. Owner shall reimburse City for related costs and expenditures, pursuant to Section 5, below.

D. Public Open Space.

i. Design. City shall, at its sole cost and expense, design any proposed above-ground improvements to the Public Open Space and coordinate with Owner and the USACE on the design to ensure that Section 408 Permit requirements will be met with respect thereto, including but not limited to any restrictions on the installation of impervious surfaces in the Public Open Space.

ii. Timing. City shall use best efforts to provide all plans and specifications required by the USACE for any proposed above-ground improvements to the Public Open Space within thirty (30) calendar days of Owner submittal of an otherwise complete Section 408 Permit application to City.

iii. Transfer. Prior to the transfer of the Public Open Space to City by Owner, City shall (a) cooperate with Owner on a tax efficient transfer of the Public Open Space; (b) if authorized by the USACE, enter into an assignment and assumption agreement with Owner for the satisfaction of all conditions of Section 408 Permit approval that apply to the Public Open Space, including but not limited to operation and maintenance requirements for Detention Basin Improvements in the Public Open Space; and (c) complete all required documentation for transfer of the Public Open Space to City by Owner, including but not limited to a community benefits agreement (or similar) by and between Owner and City for the transfer of the Public Open Space to City by Owner, if deemed by the Parties to be necessary and/or desirable (together, the "Public Open Space Dedication Requirements").

iv. Construction and Operation and Maintenance. City shall, at its sole cost and expense, be responsible for constructing or installing, as applicable, any and all proposed above-ground improvements to the Public Open Space and, thereafter, for operation and

maintenance of the Public Open Space, in all instances in compliance with USACE conditions of Section 408 Permit approval, other USACE requirements, and all applicable laws.

E. Project Environmental Review. City shall be the Lead Agency for purposes of the CEQA Project Environmental Review and shall use best efforts to provide any related requested documentation to the USACE for purposes of NEPA Project Environmental Review.

F. Timing of Consideration of City Project Approvals. The City shall use best efforts to process the applications for City Project Approvals concurrent with CEQA Project Environmental Review to allow for concurrent consideration of all such approvals by the City Planning Commission and City Council, as applicable (“City Hearings”). The City shall use best efforts to (i) provide required public notice for and hold the City Hearings within ninety (90) calendar days of publication of the CEQA Project Environmental Review document and (ii) if any of the City Hearings are continued, to hold the applicable City Hearing(s) within sixty (60) calendar days thereafter. The City Hearings shall be held prior to issuance of the Section 408 Permit for the Project, if approved by the USACE, which the Parties acknowledge will, as currently proposed by the USACE, occur after City Project Approvals, if any.

5. Reimbursement.

A. Invoices. Each month, City shall furnish to Owner an original invoice for all work performed and costs and expenses incurred during the preceding month in a form approved by City’s Director of Finance. The invoice shall contain all information specified herein and shall detail charges for all necessary and actual expenses by the following categories: (i) the USACE Section 408 Permit application fees; (ii) financial contributions pursuant to the Section 214 Agreement with the USACE; (iii) the USACE staff time and materials related to the Section 408 Permit and Section 214 Agreement, if billed to City; and (v) City staff time and materials related to the Section 408 Permit and Section 214 Agreement. (Staff time shall include time spent by the City Attorney’s office.)

B. Owner Review of Invoices. Owner shall independently review each invoice submitted by City to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event any charges or expenses are disputed by Owner, the original invoice shall be returned by Owner to City for correction and resubmission.

C. Payment of Invoices. Except as to any charges for work performed or expenses incurred by City which are disputed by Owner, Owner shall use commercially reasonable efforts to cause City to be paid within thirty (30) calendar days of receipt of City’s correct and undisputed invoice. Review and payment by Owner of any invoice provided by City shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

6. Indemnification. To the full extent permitted by law, Owner 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, fines, 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 (including but not limited to the USACE) arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Owner, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Owner is legally liable (“Indemnitors”), or arising from Owner’s or Indemnitors’ reckless or willful misconduct, or arising from Owner’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 Owner and shall survive termination or expiration of this Agreement.

7. Cooperation. The Parties agree to cooperate with each other in the preparation and submission of all permits and approvals required by federal, state, regional, or local governmental agencies for the construction of the Project and to provide preliminary designs and specifications sufficient for permitting and Project Environmental Review purposes.

8. Effective Date. The term of this Agreement shall commence upon execution of this Agreement by both Parties (“Effective Date”). This Agreement shall remain in full force and effect until all Final Project Approvals are obtained, if any, unless terminated earlier pursuant to Section 9, below.

9. Termination. Either Party may terminate this Agreement (i) upon the finding by such Party of a material deviation from the terms hereof, which deviation would, in such Party’s reasonable discretion, result in the imposition of a substantial additional burden or the deprivation of a substantial benefit with regard to such Party’s performance hereunder, or (ii) if Owner determines in good faith that the Project will not proceed to the point of obtaining all Final Project Approvals within forty-eight (48) months of the Effective Date.

10. Interpretation; Headings. In the event of a dispute between the Parties hereto over the meaning of this Agreement, both Parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply. The headings in this Agreement are inserted for convenience purposes only and shall not affect the interpretation of this Agreement.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such legal, invalid or unenforceable provision did not exist herein.

12. Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

13. Miscellaneous Provisions.

(a) No change, amendment, alteration, or revision of this Agreement shall be valid unless evidenced by a written agreement approved and executed by both City and Owner.

(b) Owner represents that as of the Effective Date hereof, it is the sole owner of the Property and that it has the authority to enter into this Agreement and that as of the Effective Date hereof, this Agreement is a binding valid obligation of Owner.

(c) City represents that as of the Effective Date hereof, it has the authority to enter into this Agreement and that, once authorized and in effect, this Agreement is a binding valid obligation of City.

(d) 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.

(e) The exhibits attached hereto are incorporated herein by this reference.

(f) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

14. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or three (3) days after mailing, if mailed by first class mail. For purposes of notice, the address of the Parties shall be as follows:

City:	City of South El Monte, Attn: City Manager, 1415 Santa Anita Avenue, South El Monte CA, 91733
Copy to:	Aleshire & Wynder, LLP, Attn: South El Monte City Attorney, at the address on file with the City.
Owner:	Magellan Value Partners, Attn: Rick Martinez, Managing Director, 1900 Avenue of the Stars, Suite 2470, Los Angeles, CA 90067
Copy to:	Allen Matkins, Attn: Caroline Chase and Barry Epstein, Three Embarcadero Center, 13th Floor, San Francisco, CA 94111
Copy to:	Allen Matkins, Attn: Stephen Etheredge, 865 South Figueroa Street, Suite 2800, Los Angeles, CA 90017

[Signatures Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

“Owner”:
MVP SOUTH EL MONTE I, LLC, a Delaware
limited liability company

By: Magellan Value Partners, Its Manager

By: _____
Rick Martinez, Its Managing Director

Date: _____

“City”
CITY OF SOUTH EL MONTE

By: _
Rene Salas, City Manager

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

ATTEST:

Donna Schwartz, City Clerk

Exhibit A

Legal Description of Property

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING-.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY,

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-I, 164S.1 AND 164S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY

REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W.

BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

Exhibit B

Schematic Depiction of Project Development





City Council Agenda Report

Agenda Item No. 9.d.

DATE: March 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. 23-28, AMENDING THE COOPERATIVE PURCHASING AGREEMENT WITH GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACING AT SHIVELY PARK

SUMMARY: Staff seeks City Council approval to amend the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment at Shively Park.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-28, amending the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment Shively Park and increase compensation by \$44,196.06; and
2. Approve the use of \$44,196.06 of In-Lieu fund balance; and
3. Authorize the City Manager to negotiate a Memorandum of Understanding with the Valle Lindo School District for a Cost Share Agreement to receive reimbursement in the amount of \$18,032.00 from the Valle Lindo School District for the project.

FISCAL/FINANCIAL IMPACT: The project will be funded through the State of California Natural Resources Agency (CNRA) from funds received originating from Assembly Bill 74 and In-Lieu funds. The total project budget with this amendment is calculated to be \$499,300.06, consisting of the contract award, contingency, construction management, inspection, and project management.

The project was budgeted in the FY 2022-23 Miscellaneous State Grants Fund, Capital Improvement Budget. CNRA funds will account for \$286,104.00, In-Lieu funds will

account for \$159,000.00, and an additional In-Lieu funds will account for the \$44,196.06. The City will receive reimbursement from Valle Lindo School District in the amount of \$18,032.00.

Construction Award Amount	\$423,908.36
5% Contingency	\$21,195.64
Total Construction Budget	\$445,104.00
Construction Management/Inspection/Project Management	\$10,000.00
Shively Park Playground Installation	\$44,196.06
Reimbursement from Valle Lindo School District	(\$18,032.00)
Total Project Budget	\$481,268.06

DISCUSSION: On October 8th, 2019, City Council accepted a grant under State Assembly Bill 74 in the amount of \$2,048,200.00 sponsored by Majority Leader Ian Calderon for various improvements to City Parks and Civic Center facilities.

On March 24, 2020, the City Council approved the agreement with California Natural Resources Agency accepting grant funding for the upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center, in the total amount of \$2,048,200.00. Approved California Natural Resources Agency agreement is included in Attachment B.

In Summer 2021, the resurfacing of asphalt basketball courts at Shively Park was completed, as part of this grant.

On October 11, 2022, the City Council approved the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. in the amount of \$423,908.36 for the purchase and installation of new playground equipment and rubberized safety surfacing at New Temple Park, rubberized safety surfacing replacement at Mary Van Dyke Park, Shively Park and Akitoi Learning Center.

The project involves removal of existing playground equipment including footings, rubberized safety surfacing and base material, and furnish and installation of new playground equipment, rubberized surfacing on a new base material at New Temple Park. The project also includes removal of existing playground surfacing and base material at Mary Van Dyke Park, Shively Park and Akitoi Learning Center playground, and installation of new rubberized surfacing and base material.

It was determined that the existing playground structure at Shively Park is recently damaged and needs replacement. The replacement of this playground structure will also protect the new investment on the playground safety surfacing, which will be completed as part of this project. The cost to install the new playground structure at Shively Park is \$44,196.06. Staff coordinated with Valle Lindo School District for a cost share agreement. Valle Lindo School District will reimburse the playground material cost in the amount of \$18,032.00.

Staff is asking the City Council to authorize the City Manager to amend the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment at Shively Park and authorize the City Manager to negotiate a Memorandum of Understanding with the Valle Lindo School District for a

cost share agreement to receive reimbursement in the amount of \$18,032.00 from the Valle Lindo School District for the project.

ATTACHMENT(S):

- A. Resolution No. 23-28
- B. Gametime Proposal for Shively playground
- C. Original Agreement

ATTACHMENT A

RESOLUTION NO. 23-28

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AMENDING THE COOPERATIVE PURCHASING AGREEMENT WITH GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND SAFETY SURFACING AT SHIVELY PARK

WHEREAS, on October 8th, 2019, City Council accepted a grant under State Assembly Bill 74 in the amount of \$2,048,200.00 sponsored by Majority Leader Ian Calderon for various improvements to City Parks and Civic Center facilities.; and

WHEREAS, on March 24, 2020, the City Council approved the agreement with California Natural Resources Agency accepting grant funding for the upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center, in the total amount of \$2,048,200.00; and

WHEREAS, in Summer 2021, the resurfacing of asphalt basketball courts at Shively Park was completed, as part of this grant; and

WHEREAS, on October 11, 2022, the City Council awarded a Cooperative Purchasing Agreement to Gametime-Playcore Wisconsin, Inc. in the amount of \$423,908.36 for the purchase and installation of new playground equipment and rubberized safety surfacing at New Temple Park, rubberized safety surfacing replacement at Mary Van Dyke Park, Shively Park and Akitoi Learning Center; and

WHEREAS, staff determined that the existing playground structure at Shively Park is damaged and needs replacement. The replacement of this playground structure will also protect the new investment on the playground safety surfacing, which will be completed as part of this project; and

WHEREAS, the City of South El Monte desires to purchase and install new playground equipment at Shively Park; and

WHEREAS, pursuant to City of South El Monte, Purchasing Manual, Chapter 5 - Special Circumstances, the Purchasing Officer may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. In a cooperative purchase setting, one agency represents several agencies by going out to bid, including the needs of the other agencies in the bid specifications. This provides for higher product volume being purchased, resulting in lower unit cost to all agencies.

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

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

SECTION 2: The City Council hereby authorizes the City Manager to execute an amendment the Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. and increase compensation by \$44,196.06. Said amendment shall be approved as to form by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 28th day of March, 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. 22-28 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 March, 2023, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

Proposal for

South El Monte City

Prepared by



03-16-2023

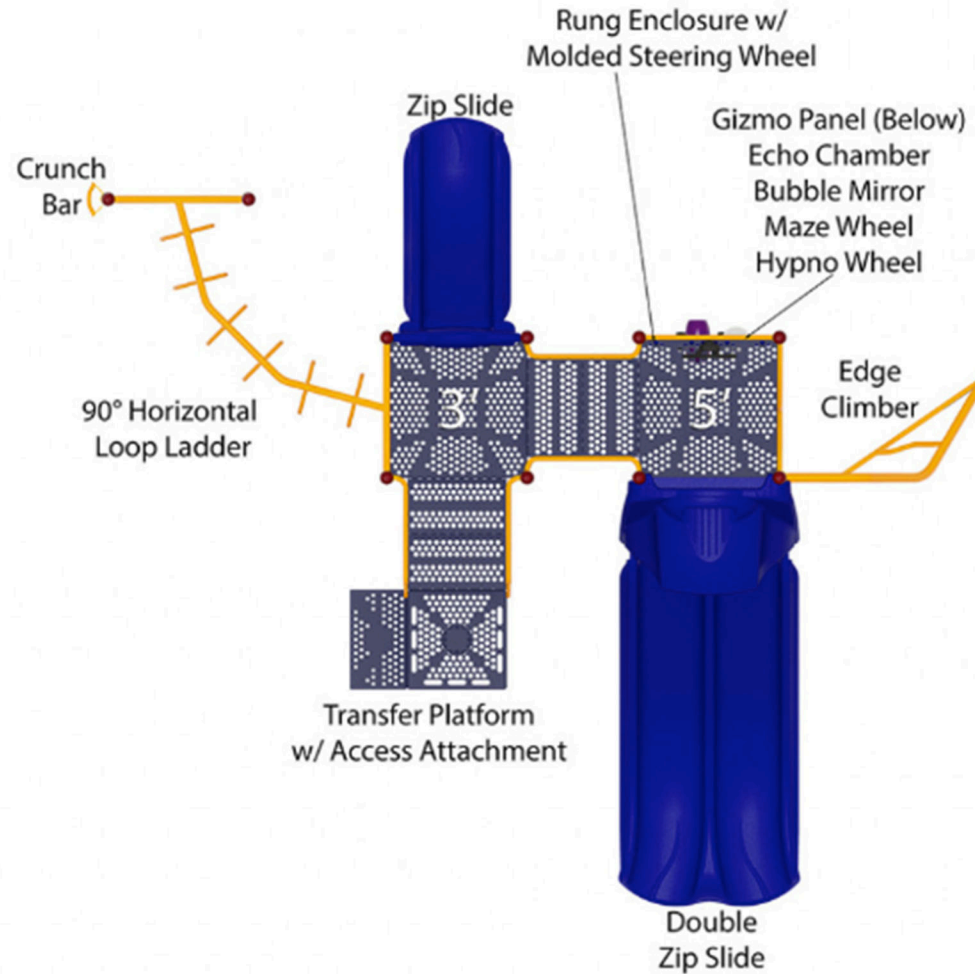
Job # 108964-01

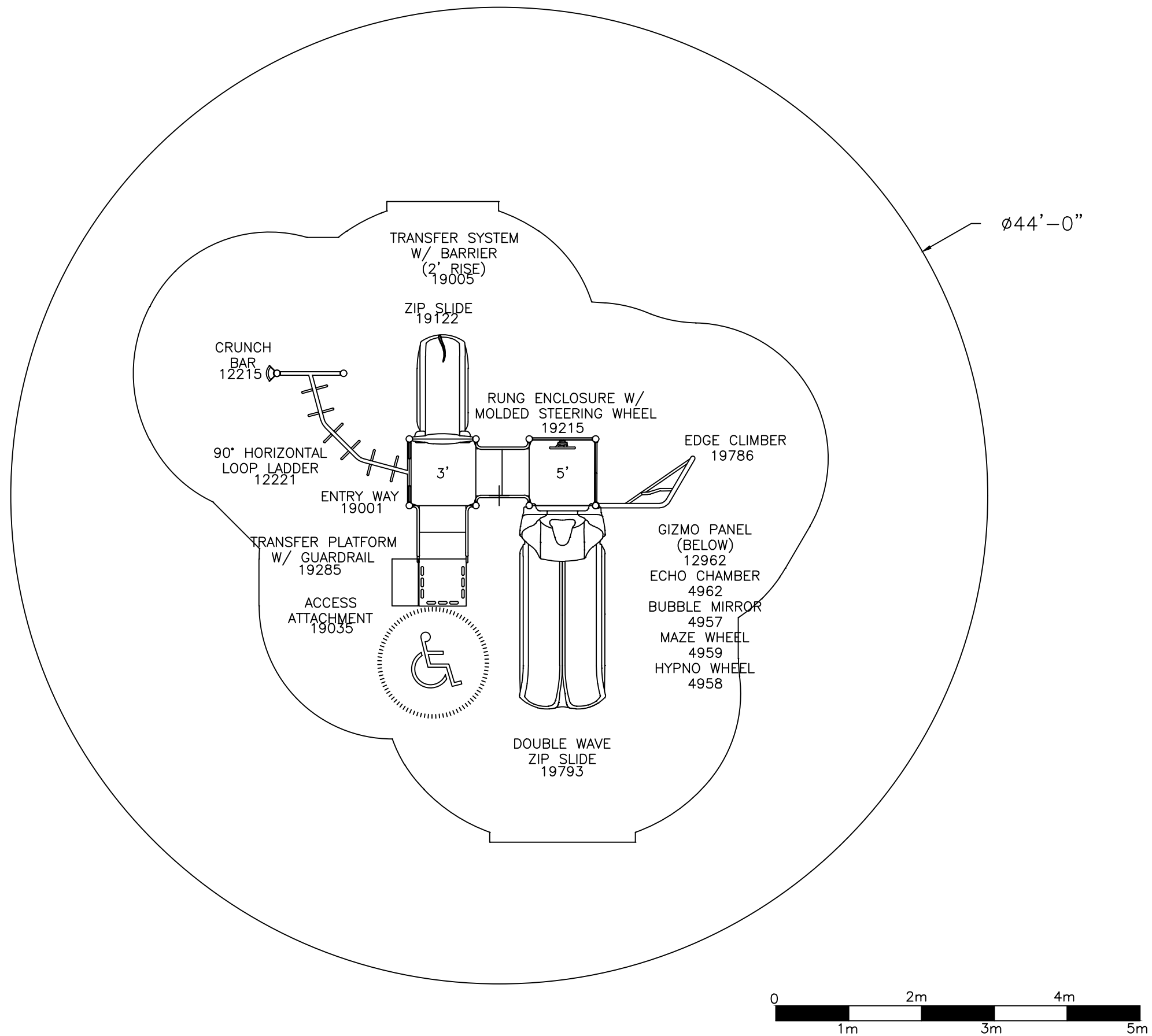
Shively Park Playground Option 2



805-910-5971 | www.gwpark.com







City of South El Monte
Shively Park
South El Monte, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	5		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	5	Required	3
Total Accessible Ground Level Components Shown	2	Required	2
Total Different Types Of Ground Level Components	2	Required	2

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
LC
Date:
03/15/2023
Drawing Name:
108964-01 Option 2



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/16/2023
Quote #
108964-01-02

Shively Park Playground Option 2

South El Monte City
Attn: Ariana De La Cruz
1530 Central Ave
South El Monte, CA 91733
Phone: 626-579-2043
adelacruz@soelmonte.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
1	11935	GameTime - PrimeTime Waterton (gumdrop)	\$27,532.00	\$27,532.00
1	INSTALL	Install - Sitework- • Demo/remove existing playground. • Based on good access for equipment. • Prevailing wages. • Price includes one (1) move-on only	\$4,924.00	\$4,924.00
1	INSTALL	Install - Installation of Play Equipment- • Installation only of (1) Gametime structure #108964-01-Opt2 • Footings excavation, and concrete-through base. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Based on good access for equipment. • Price includes one (1) move-on only.	\$16,995.00	\$16,995.00
Contract: OMNIA #2017001134			Sub Total	\$49,451.00
			Discount	(\$9,500.00)
			Freight	\$2,396.78
			Tax	\$1,848.28
			Total	\$44,196.06

Comments

Your Sales Rep is Brandon Seitz at 805-910-5971. Please reach out to Brandon if you should have any questions.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Ship to:
1009 N Batavia St
Orange, CA 92867

Site address:
1450 Lidcombe Ave
South El Monte, CA 91733

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Prevailing Wage

Omnia #5008894

OMNIA
P A R T N E R S



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/16/2023
Quote #
108964-01-02

Shively Park Playground Option 2

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

OMNIA
P A R T N E R S



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

03/16/2023
Quote #
108964-01-02

Shively Park Playground Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$44,196.06**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.

ATTACHMENT C

COOPERATIVE PURCHASING AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**

THIS COOPERATIVE PURCHASING AGREEMENT (herein “Agreement”) is made and entered into this 11th day of October, 2022 by and between the City of South El Monte, a California municipal corporation (“City”) and Playcore Wisconsin, Inc. d/b/a GameTime, a Wisconsin corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. Pursuant to City of South El Monte, Purchasing Manual, Chapter 5 - Special Circumstances, the Purchasing Office may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. In a cooperative purchase setting, one agency represents several agencies by going out to bid, including the needs of the other agencies in the bid specifications. This provides for higher product volume being purchased, resulting in lower unit cost for all agencies.

B. The City of Charlotte, North Carolina issued a Request for Proposal (RFP #269-2017-028) for Playground Equipment, Outdoor, Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017 (hereinafter “Charlotte Request for Proposal”).

C. Consultant was selected as the appropriate vendor for the project as they were awarded Contract No. 201700134 by Omnia Partners Master Intergovernmental Cooperative Purchasing, for playground equipment procurement and labor services, resulting from the Charlotte Request for Proposal.

D. As is demonstrated by the Consultant’s estimate, by utilizing the Charlotte RFP, the City is being provided a discount in the amount of \$22,831.50 rendering a more economically advantageous result.

E. City has sought the performance of the services defined and described particularly in Article 1 of this Agreement.

F. The City has determined Consultant’s price is lower than that estimated for the purchase if made directly by the City.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 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, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials CTW

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

1.7 Care of Work.

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

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

Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Twenty Three Thousand Nine Hundred Eight Dollars and Thirty Six Cents (\$423,908.36)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant

shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

_____	_____
(Name)	(Title)

_____	_____
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or

encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

(e) Subcontractors. Independent subcontractor performing onsite operations will provide additional insured status for both ongoing and completed operations. ~~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~~ upon receipt of a verified claim.

(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.~~ Consultant's General Liability SIR of \$250,000 cannot be eliminated, lowered, or replaced by a deductible. Consultant shall be solely responsible and is financially capable of covering any self-insured retention costs.

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of

work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the

Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant

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

Consultant's Authorized Initials CTW

9.7 Corporate Authority.

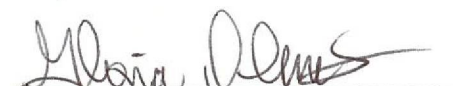
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation


Gloria Olmos, Mayor

ATTEST:


Donna Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP


Anthony R. Taylor, City Attorney

CONSULTANT:

PLAYCORE WISCONSIN, INC., D/B/A
GAMETIME, a Wisconsin corporation

By: 
Name: Robert V. Barron
Title: Sr. Vice President of Sales

By: 
Name: Clint T. Whiteside
Title: Manager of Sales Operations

Address:
150 PlayCore Drive S.E.
Fort Payne, AL 35967

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.

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

see attached

Gloria Olmos, Mayor

ATTEST:

see attached

Donna Schwartz, City Clerk

APPROVED AS TO FORM:
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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~~ Tennessee

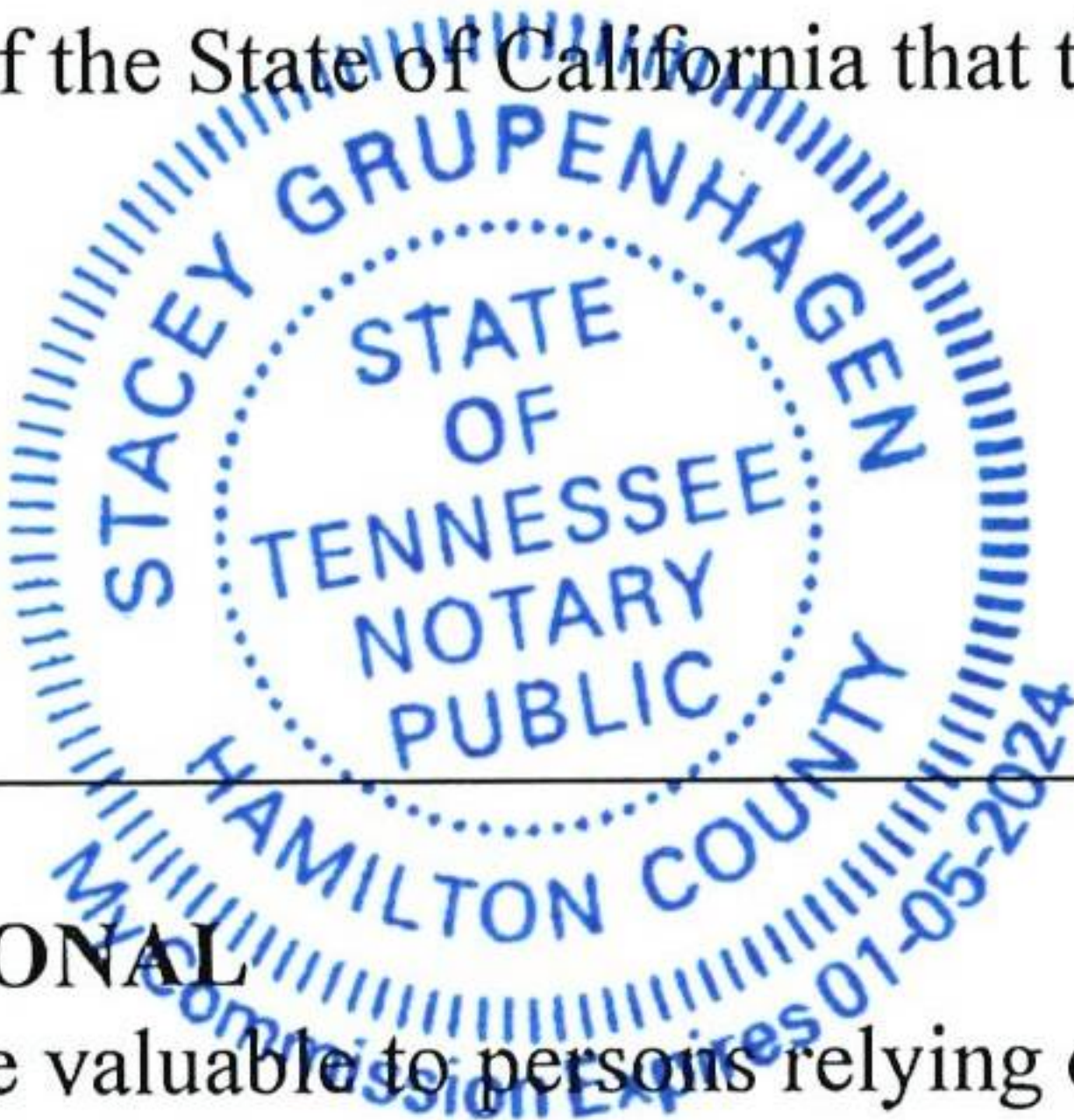
COUNTY OF ~~LOS ANGELES~~ Hamilton

On November 1, 2022 before me, Stacey Grupenhagen, personally appeared Robert V. Barron, 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: Stacey Grupenhagen



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 ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____	NUMBER OF PAGES _____
	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	SIGNER(S) OTHER THAN NAMED ABOVE _____ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF ~~CALIFORNIA~~ Tennessee

COUNTY OF ~~LOS ANGELES~~ Hamilton

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

EXHIBIT “A”**SCOPE OF SERVICES****I. Consultant will perform the following Services to provide playground, site accessories, surfacing, installation, and related products and services, including:**

A. **Task A:** Consultant shall provide the following playground equipment. Number of units indicated in parentheses:

1. (1) 5 to 12 Structure
2. (1) Umbrella double seats
3. (1) Merry-Go-All
4. (4) 6’S 100 BNCH, w/BCK SLT-PC

B. **Task B:** Consultant shall provide GT-impax- pour in place surfacing delivered and installed for four (4) parks: Mary Van Dyle Park; New Temple Park; Shivley Park; Akitoi Learning Center

C. **Task C:** Consultant shall provide GT-Impax; Site Security; and Prevailing Wage

D. **Task D:** Consultant shall install Playground Equipment for New Temple Park Installation including; Installation of only (1) Gametime structure; Footings, excavation, and concrete thorough base; Equipment Assembly; Removal of Spoils; Prevailing Wages; Price based on work to be done at both locations concurrently; Based on good access for equipment; Price includes one (1) move-on only.

E. **Task E:** Consultant shall install Sitework at the four (4) park bids: Mary Van Dyke/New Temple/ Shively Park/ Akitoi Learning Center; and add Alt Side Work at Akitoi Park Pit

Consultant shall complete Tasks A–E in accordance with this Agreement and the descriptions for each Task detailed in Exhibit “E”.

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

Number of units indicated in parentheses:

1. (1) 5 to 12 Structure
2. (1) Umbrella double seats
3. (1) Merry-Go-All

4. (4) 6'S 100 BNCH, w/BCK SLT-PC

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.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

EXHIBIT “C”**SCHEDULE OF COMPENSATION****I. Consultant shall perform the following tasks at the following rates:**

	QUANTITY	UNIT PRICE	SUB-BUDGET
A. Task A: Playground Equipment	—	—	—
Playground Structure, 5 to 12	1	\$54,653.00	\$54,653.00
Playground Structure, Umbrella with Double Seats	1	\$7,884.00	\$7,884.00
Playground Structure, Merry- Go-All	1	\$7,407.00	\$7,407.00
Playground Structure, 6’S100 Bench w/ Black Slat-Thermoplastic	4	\$1,237.00	\$4,948.00
B. Task B: GT- impax- pour in place surfacing	11,963	\$17.20	\$205,763.60
Delivered and installed for four (4) parks: Mary Van Dyle Park; New Temple Park; Shivley Park; Akitoi Learning Center			
C. Task C: Security	1	\$4,750.00	\$4,750.00
- GT-Impax			
- Site Security			
- Prevailing Wage			

D. Task D: Install Playground Equipment for New Temple Park Installation			
	1	\$29,517.00	\$29,517.00
- Installation of only (1) Gametime structure - Footings, excavation, and concrete thorough base - Equipment Assembly - Removal of Spoils - Prevailing Wages - Price based on work to be done at both locations concurrently - Based on good access for equipment. - Price includes one (1) move-on only			
Task E: Install Sitework			
E.	Mary Van Dyke/New Temple/ Shively Park/ Akitoi Learning Center and add Alt Side Work at Akitoi Park Pit	1	\$101,895.00
		\$101,895.00	\$101,895.00
	Gametime Payment and	1	\$6,380.00
		\$6,380.00	\$6,380.00

Performance bond

Subtotal	\$423,197.60
Discount	-\$22, 831.50)
Material Surcharge	\$10,528.29
Tax	\$6,415.35
Freight	\$6,598.62
Total Amount	\$423,908.36

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- 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 personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- 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 following schedule:** All equipment and services shall be installed and completed within one hundred and fifty (150) days of the City’s notice to proceed.
- II. Consultant shall deliver the all tangible work products to the City by in accordance with the Schedule of Performance.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**EXHIBIT “E”
CONSULTANT’S PROPOSAL
(Attached)**

EXHIBIT "E"

Proposal for

South El Monte City

Prepared by



09-14-2022
Job # 102465-01

Mary Van Dyke and New Temple Park Playgrounds Option 3D



805-910-5971 | www.gwpark.com

**Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA**



**Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA**



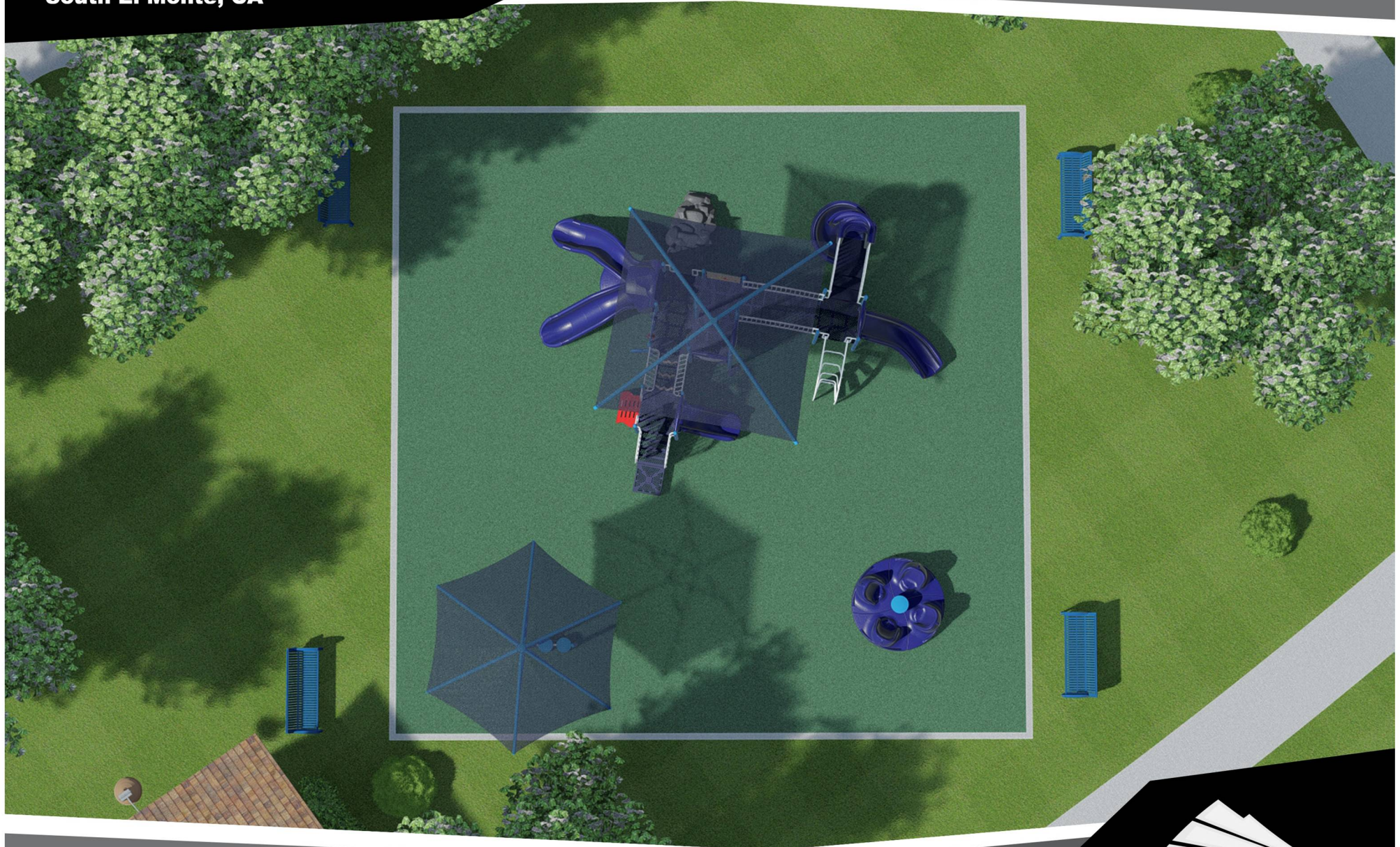
**Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA**

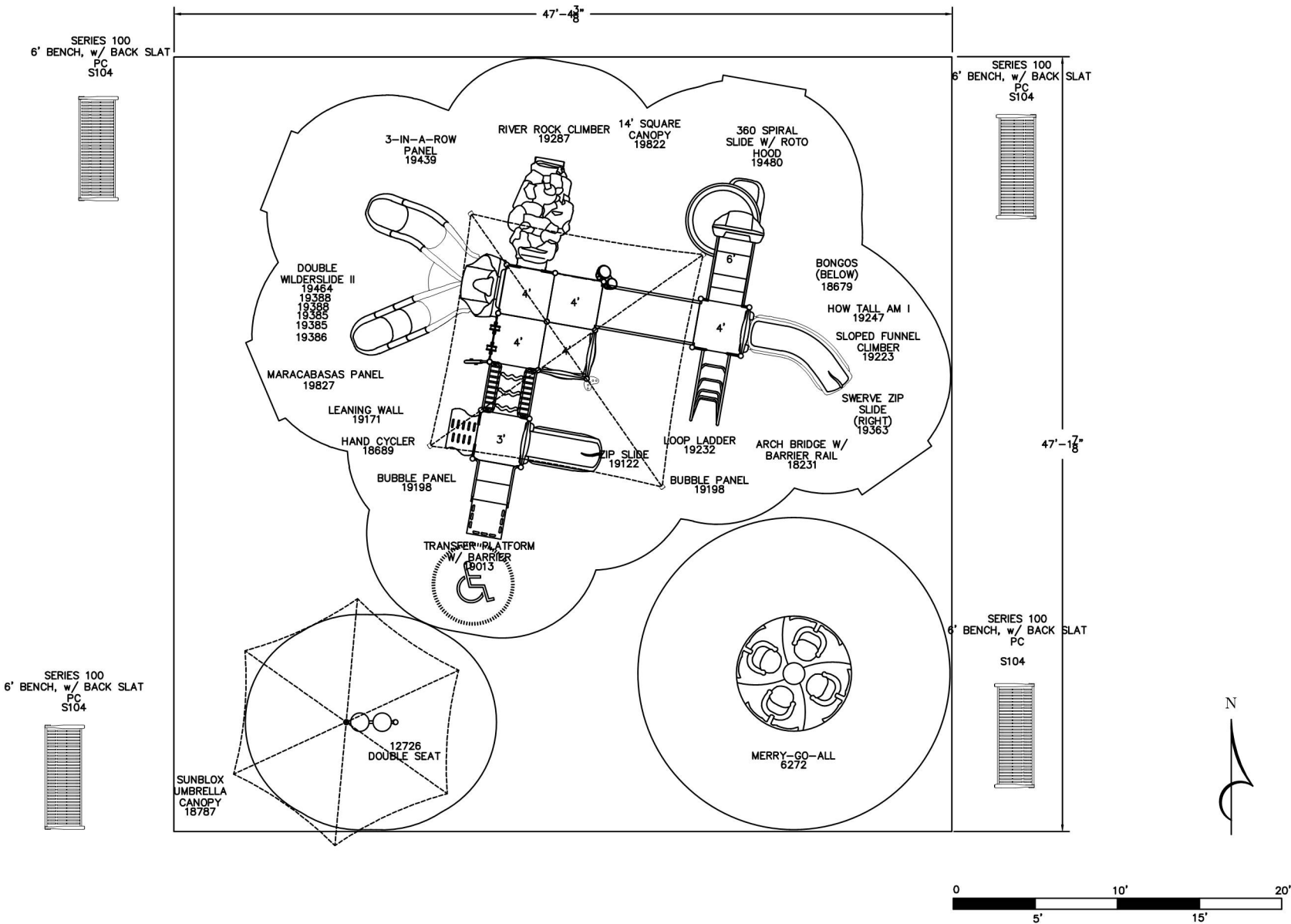


**Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA**



**Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA**





New Temple Park
South El Monte, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	11	Required	-
Total Elevated Play Components Accessible By Ramp	11	Required	6
Total Elevated Components Accessible By Transfer	5	Required	3
Total Accessible Ground Level Components Shown	5	Required	3
Total Different Types Of Ground Level Components	5	Required	3

This play
equipment is
recommended
for children ages
5 - 12

Minimum Area Required:
Scale:
This drawing can be
scaled only when in
an 18" x 24" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
LC
Date:
09/13/2022
Drawing Name:
102465-01-opt 3

Color Selections

Project: 102465-01-Opt 3

Approved by: _____

Surfacing:

Play Palettes: Allegiance



Atlantic



Bayou



Deep Space



Emerald



Jelly Bean



Jovial



Jungle



Malibu



Papaya



Patriotic



Rain Forest



Vibrant



Shine



Wisteria





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

South El Monte City
Attn: Ariana De La Cruz
1530 Central Ave
South El Monte, CA 91733
Phone: 626-579-2043
adelacruz@soelmonte.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 5 to 12 Structure - reference	\$54,653.00	\$54,653.00
1	RDU	GameTime - Umbrella with double seats - Reference drawing #102465-01-opt 3	\$7,884.00	\$7,884.00
1	6272	GameTime - Merry-Go-All	\$7,407.00	\$7,407.00
4	S104	GT-Site - 6'S100 BNCH,w/BCK SLT-PC	\$1,237.00	\$4,948.00
11963	PIP	GT-Impax - Pour in Place Surfacing delivered and installed- **List Price \$250,931.22, discounted per Omnia Contract ***4 Park Bid ...Based on being awarded as one large project and installed as one large project*** 11,963 Total Sq Ft Mary Van Dyke Park = 3956 Total Sq Ft 3556 sf = 8' CFH 400 sf = 9' CFH New Temple Park = 2233 Total Sq Ft 6' CFH Shivley= 1533 sf, 8' CFH Akitoi = 4241 Total Sq Ft, 4' CFH All to include 50/50 standard epdm and black - tbd Aromatic Binder, Prevailing Wages Based on good job access, no design Does not include any tta pads Add Alt: Akitoi - Pad 6 \$13,330 775 sf, 4' CFH Includes 50/50 std epdm and black Includes 130 lf concrete keyway cutting and turndown pip edge into keyway cut No Design, No TTA pads Aromatic Binder, Prevailing Wages Based on good job access, no design	\$17.20	\$205,763.60
1	SECURITY	GT-Impax - Site Security- Prevailing wage	\$4,750.00	\$4,750.00
1	INSTALL	Install - Playground Equipment for New Temple Park Installation- • Installation only of (1) Gametime structure (New Temple) • Footings excavation, and concrete-through base. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price based on work to be done at both locations concurrently. • Based on good access for equipment. • Price includes one (1) move-on only.	\$29,517.00	\$29,517.00

OMNIA
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GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Sitework: Mary Van Dyke/New Temple/Shively Park/Akitoi Learning Center- - Excavate and dispose EWF approximately 3,956 sq.ft 8" depth (Mary Van Dyke) - Provide and install approximately 3,956 sq ft of 8.5" thick fill dirt compacted to 90% (Mary Van Dyke) - Provide and install approximately 3,956 sq ft of 4" crushed miscellaneous base compacted to 90% (Mary Van Dyke) - Demo and dispose existing equipment and (4) benches (New Temple) - Demo and dispose PIP approximately 550 sq.ft 3" depth (New Temple) - Demo and dispose concrete base approximately 550 sq.ft 4" depth (New Temple) - Excavate and dispose EWF approximately 1,700 sq.ft 12" depth (New Temple) - Provide and install approximately 2,233 sq ft of 9" crushed miscellaneous base compacted to 90% (New Temple) - Demo and remove 1533 sf of chunk rubber at 5" depth (Shively) - Provide and install 1533 sf of base at 1.5" depth, compacted to 90% (Shively) - Remove existing 1500 sf of pip at 4" depth (Akitoi) Pit 1 - Provide and install 1500 sf of base at 2" depth, compacted to 90% (Akitoi) Pit 1 - Demo and remove 350 sf of rubber at 4" depth (Akitoi) Pit 2 - Provide and install 350 sf of base at 2" depth, compacted to 90% (Akitoi) Pit 2 - Demo and remove 904 sf of woodchips 12" depth to 14" below grade (Akitoi) Pit 3 - Provide and install 904 sf of base at 12" depth compacted to 90% (Akitoi) Pit 3 - Demo and remove 12 x 7' concrete ramp (Akitoi) Pit 3 - Demo and remove 817 sf of Ewf at 12" depth to 14" below grade (Akitoi) Pit 4 - Demo and remove 391 sf of pip at 2" depth (Akitoi) Pit 4 - Provide and install 817 sf of base at 12" depth, compacted to 90% (Akitoi) Pit 4 - Demo and remove existing 17' x 6' concrete ramp (Akitoi) Pit 4 - Demo and remove 320 sf of woodchips 12" depth to 14" below grade (Akitoi) Pit 5 - Provide and install 320 sf of base at 12" depth, compacted to 90% (Akitoi) Pit 5 - Demo and remove 10 x 76' concrete ramp (Akitoi) Pit 5 - Remove and dispose spoils.	\$101,895.00	\$101,895.00
1	INSTALL	Install - Continued Sitework and Add Alt- - Includes temporary construction fencing on stands; 300'LF for Mary Van Dyke and 225'LF for New Temple and 150'LF for Shively(windscreen/sand bags not included) - Price based on work to be done at both locations concurrently. - Based on good access for equipment. - Prevailing wages. - Price includes one (1) move-on only Add Alt: Site Work:Akitoi Park Pit 6 \$4.988 - Demo/remove existing tiles for 775 sqft - Price only valid with award of total scope; work to be done concurrently at all other areas** - Based on good access for equipment. - Prevailing wages. - Price includes one (1) move-on only		
1	BOND	GameTime - Payment and Performance Bond	\$6,380.00	\$6,380.00
Contract: OMNIA #2017001134			Sub Total	\$423,197.60
			Grant	(\$22,831.50)
			Material Surcharge	\$10,528.29
			Estimated Freight	\$6,598.62
			Tax	\$6,415.35
			Total	\$423,908.36

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GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

Comments

Your Sales Rep is Brandon Seitz at 805-910-5971. Please reach out to Brandon if you should have any questions.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

***Pricing is based on Grant 2022 pricing. Orders MUST be place before November 1, 2022, and MUST be shipped by December 31, 2022 to qualify for Grant Pricing.

***Not all equipment is eligible for Grant Pricing.

Any orders placed after November 1, 2022 will be subject to 2023 pricing.

Material Surcharge reflects raw material price increase

Ship to:
1009 N Batavia St
Orange, CA 92867

Site address:
1450 Lidcombe Ave
South El Monte, CA 91733

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Prevailing Wage

Omnia #5008894



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www.gwpark.com

10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

OMNIA
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10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Purchase Amount: **\$423,908.36** Date: _____

Customer Signature

Please fill out this **ORDER FORM**, this is required to process the order.



City Council Agenda Report

Agenda Item No. 11.a.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: CORRESPONDENCE REGARDING SISTER CITIES
PROGRAM BETWEEN CITY OF SOUTH EL MONTE AND
GOMEZ PALACIO, DURANGO, MEXICO

SUMMARY: Letter from Mayor Leticia Herrera, Gomez Palacio, extending interest in renewing the sisterhood between the City of South El Monte and the City of Gomez Palacio, Durango, Mexico

RECOMMENDED ACTION: Discussion and/or action.

FISCAL/FINANCIAL IMPACT: No fiscal impact.

DISCUSSION: The City of Gomez Palacio Mayor Leticia Herrera is interested in tightening the bonds between our cities in matters concerning culture, economy, tourism, etc. by having projects that can be beneficial to the citizens in both cities.

ATTACHMENT(S):

- A. Letter of Intention
- B. Gomez Palacio City Profile



**GÓMEZ
PALACIO**

**CIUDAD
CON ESTRELLA**

ADMINISTRACIÓN MUNICIPAL 2022-2025

Gómez Palacio, Durango. February 8, 2023.

Ms. Gloria Olmos
Major of South El Monte, California

RE: Sister cities program between South El Monte and Gomez Palacio

Dear Ms. Olmos,

I hope this letter finds you well, I would like to extent to you the interest that our citizens and the government of Gomez Palacio, have to renew the sisterhood with the city that you preside.

The advancements in technology are making it easier to be close between communities all around the world, therefore we are interested in tightening the bonds between our cities in the matters concerning culture, economy, tourism, etc. by having projects that can be beneficial to the citizens in both cities.

Attached you can find the municipal profile for the city of Gomez Palacio, as well as the collaborations projects we intent to boost. Given your kind approval, we will be very grateful if we could have the same information about the city of South El Monte.

I look forward to hearing from you, Thank you for your time.

Kind Regards,

C. Leticia Herrera Ale



**R. AYUNTAMIENTO DE GÓMEZ PALACIO
ADMINISTRACIÓN 2022-2025**

AV. FCO. I. MADERO # 400 COL CENTRO, GÓMEZ PALACIO, DGO.TEL (871) 1 75-10-00



**GÓMEZ
PALACIO**
CIUDAD CON ESTRELLA

ADMINISTRACIÓN MUNICIPAL 2022 | 2025

WELCOME TO
GÓMEZ PALACIO



INDEX

- **LOCATION**
- **HISTORY**
- **DATA**
- **WEATHER**
- **POPULATION**
- **CONNECTIVITY**
- **EDUCATION**
- **ECONOMIC ACTIVITIES**
- **GOVERNMENT**
- **LIFESTYLE**



CANADA

USA

LOCATION

GOMEZ PALACIO

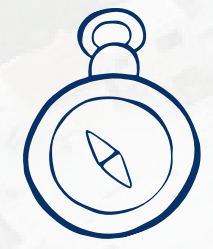


MEXICO

CONTINENT: **AMERICA**

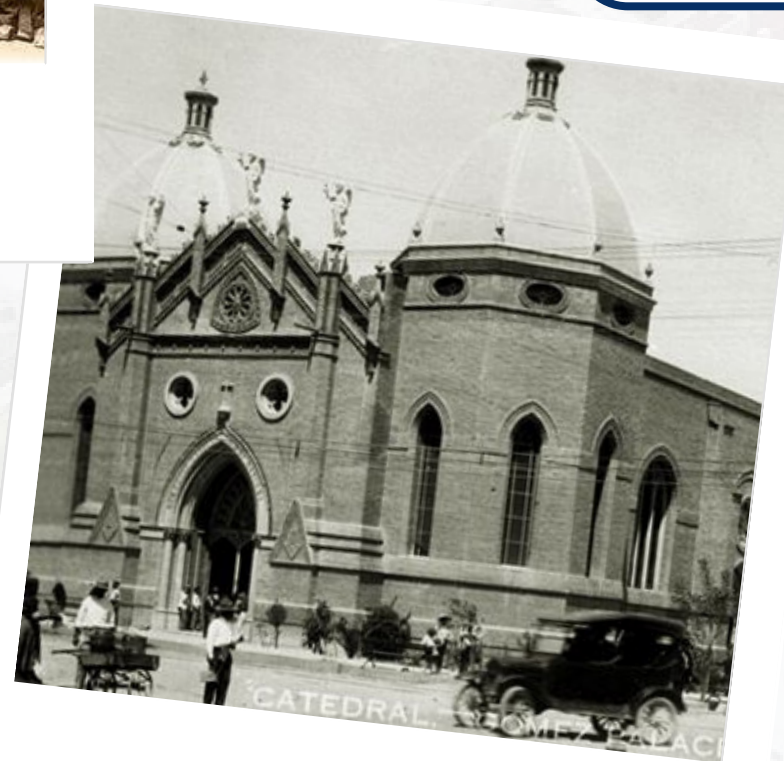
COUNTRY: **MEXICO**

STATE: **DURANGO**



HISTORY

- **FOUNDED IN 1883 BY SANTIAGO LAVIN**
- **NAMED IN HONOR OF "FRANCISCO GÓMEZ PALACIO", A NATIONAL HERO**
- **BIRTHPLACE OF THE "MEXICAN REVOLUTION" MOVEMENT**
- **WE ARE ONE OF THE YOUNGEST CITIES IN THE COUNTRY**
- **RECOGNIZED BY OUR FAST GROWTH DUE TO OUR INDUSTRIAL DEVELOPMENT**
- **OUR PEOPLE IS RECOGNIZED BY IT'S CANDOR AND GOOD WILL**



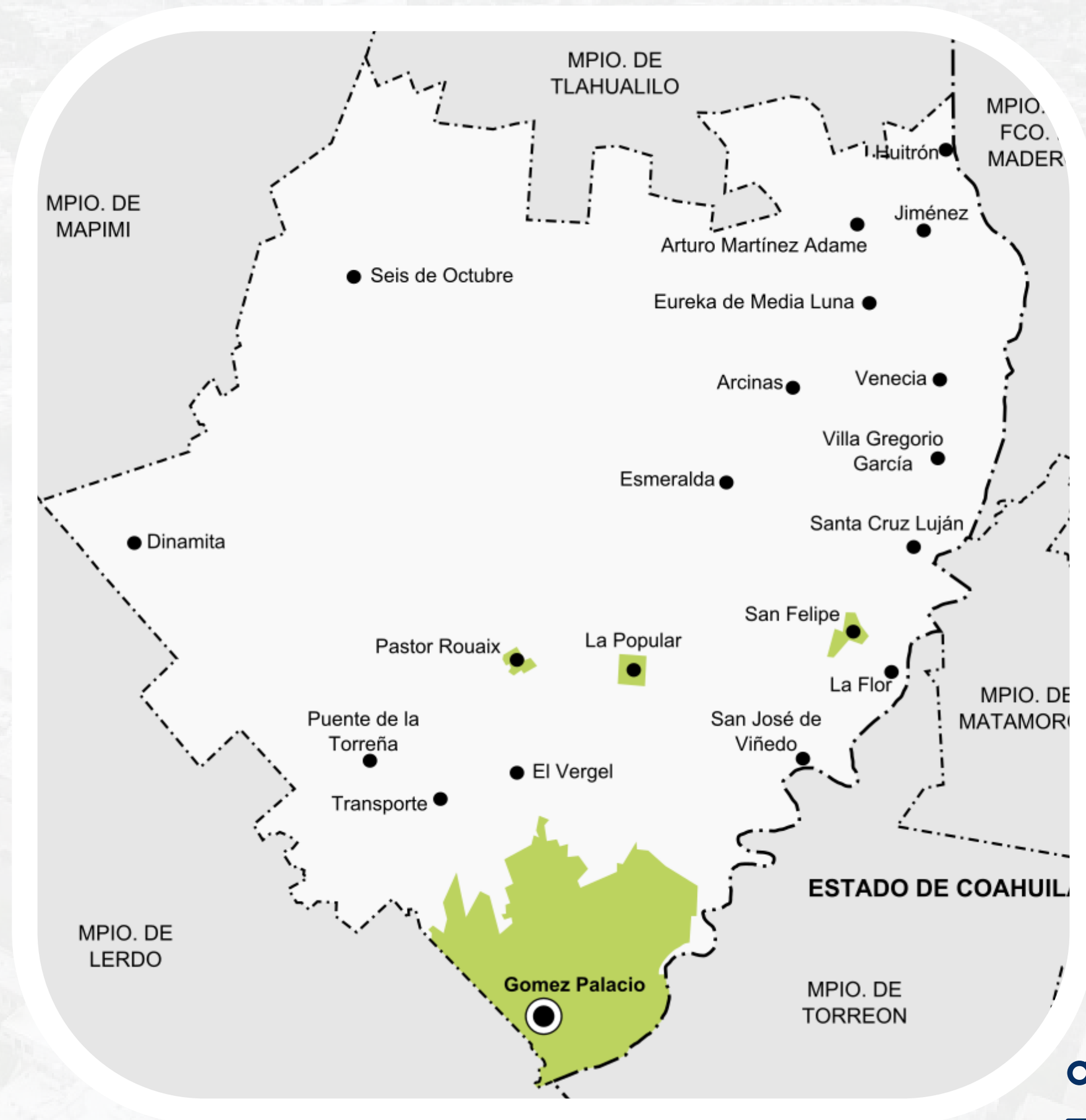
DATA

LENGHT 990.2 KM2

RELIGION MOSTLY
CATHOLICISM

BECAME CITY ON 1905

SECOND LARGEST CITY
IN DURANGO

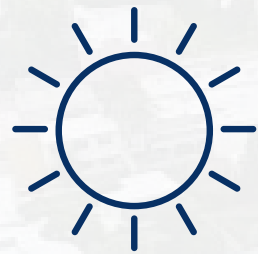


WEATHER

NATURAL DISASTERS
FREE ZONE



337 SUNNY
DAYS



SUMMER
71° - 95° F



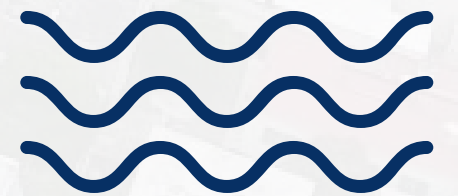
WINTER
46° - 71° F



SEMI-
DESERTIC



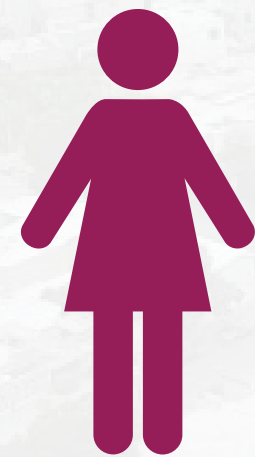
3937 FT
ABOVE SEA LEVEL



POPULATION



372,750 PEOPLE



51.5%



49.5%



AVERAGE AGE UNDER 40

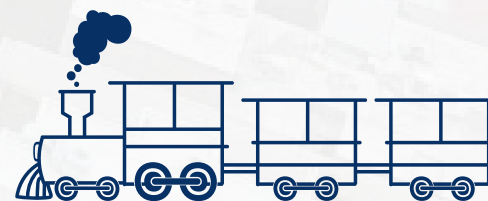
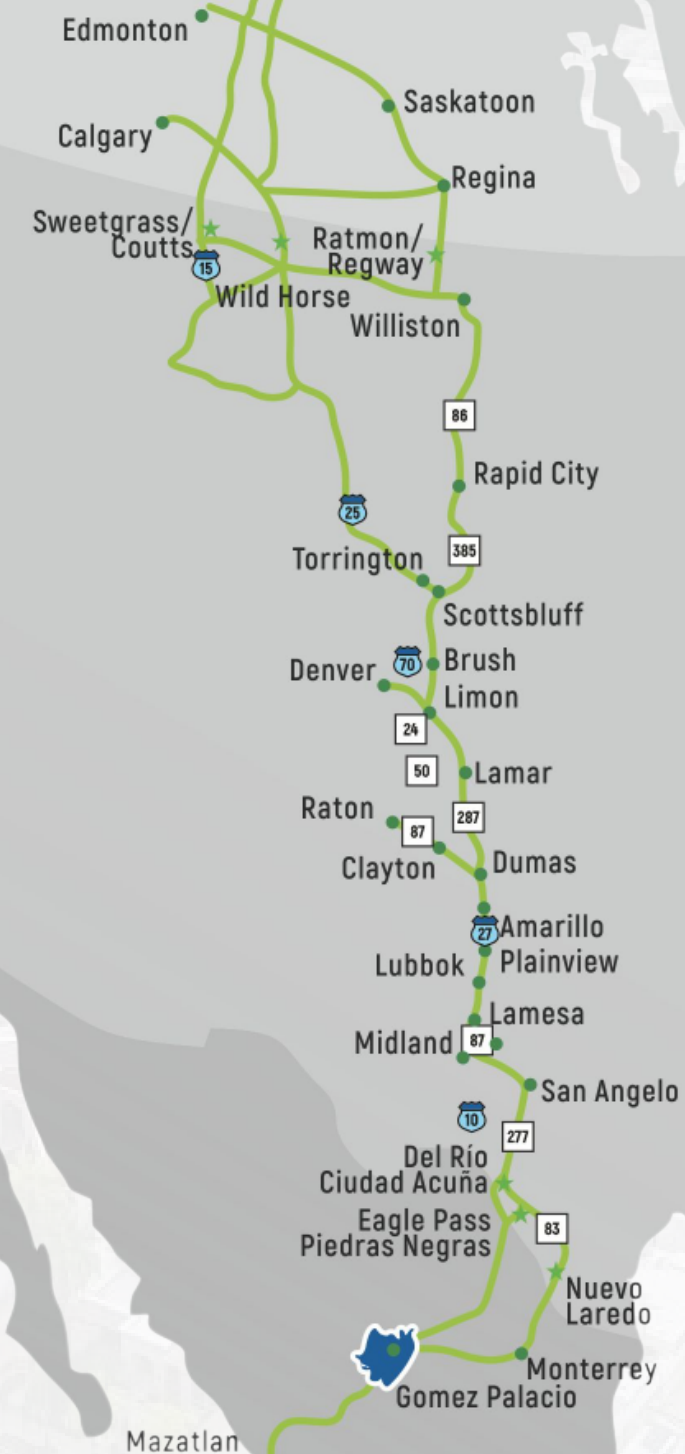
CONNECTIVITY

RAILROADS

- ACROSS THE COUNTRY
- CONNECTED TO USA AND CANADA
- HEAVY DUTY RAILROADS

ROADS

THE BEST CONNECTED REGION IN
THE NORTH OF THE COUNTRY



CONNECTIVITY

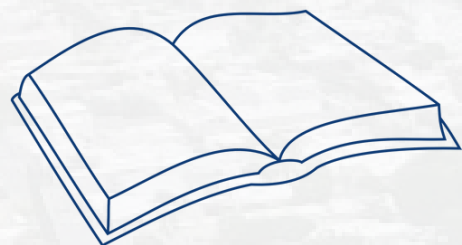
PORTS

- ATLANTIC (LESS THAN 12HRS)
- PACIFIC (LESS THAN 8HRS)

BORDER

REACHING MORE THAN A DOZEN
BORDER CITIES WITH USA. (IN LESS
THAN 12HRS)





EDUCATION



SCHOOLS

56



5 UNIVERSITIES

8 TECHNICAL

43 HIGH SCHOOLS

STUDENTS

1,156



812 AT UNIVERSITY

3,672 AT TECHNICAL

14,127 AT HIGH SCHOOL

TEACHERS

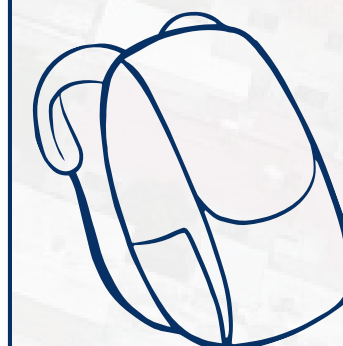
18,611



84 AT UNIVERSITIES

90 AT TECHNICAL

982 AT HIGH SCHOOLS



ECONOMIC ACTIVITIES



TOTAL

MX\$255,386,000,000



MANUFACTURE &
AGROINDUSTRIAL

MX\$54,875,000,000

COMERCE

MX\$35,754,040,000

SERVICES

MX\$30,643,320,000

CONSTRUCTION

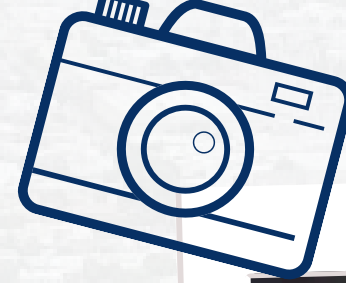
MX\$7,661,580,000

COMPANIES THAT CALL US "HOME"

ECONOMIC ACTIVITIES



LIFESTYLE

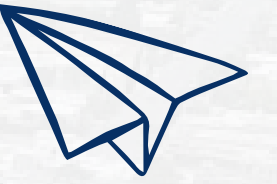
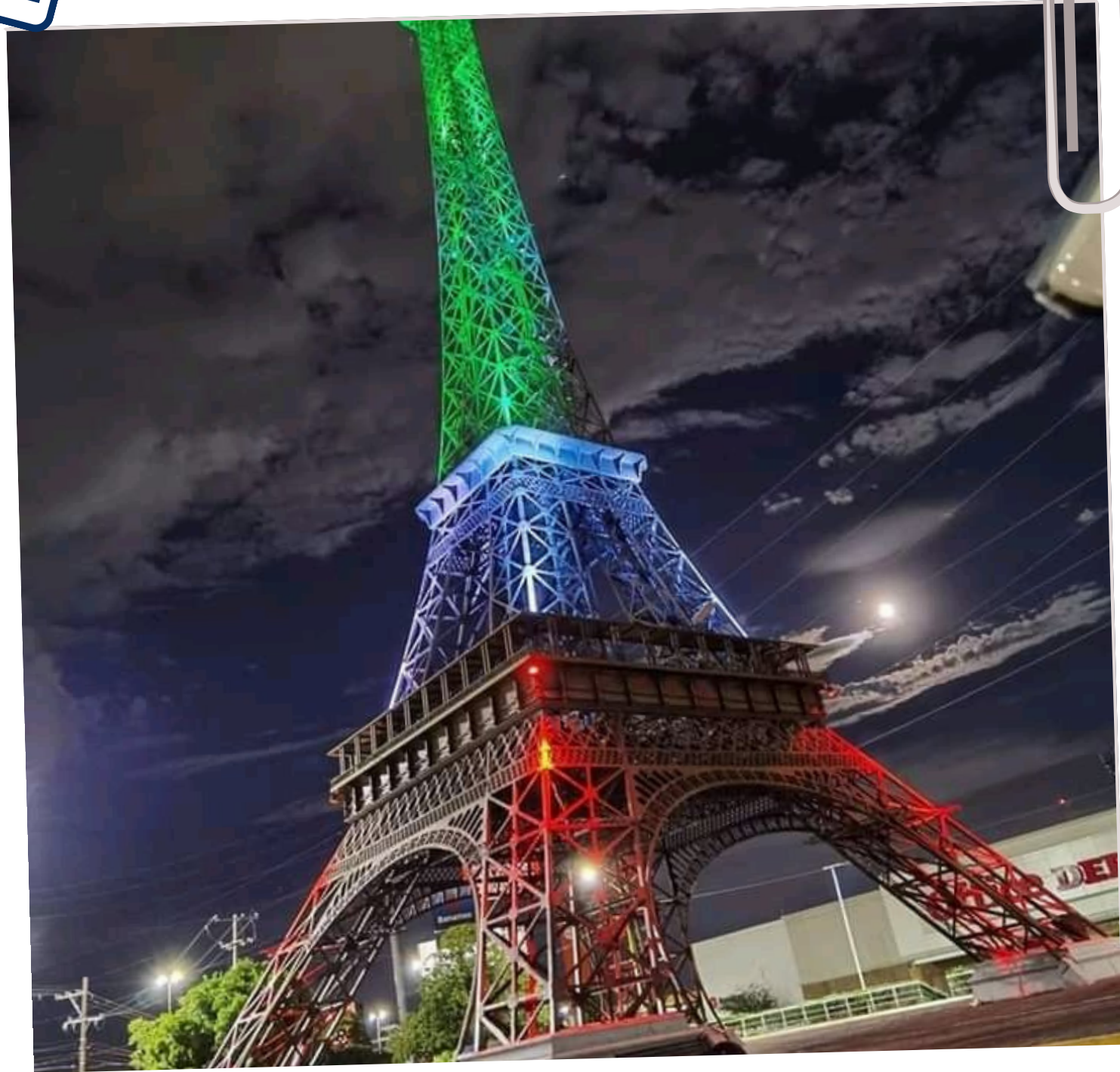


"A YOUNG & VIBRANT CITY"

WHETHER YOU WANT A FANCY DINNER, OR A STREET BITE, YOU CAN FIND IT ALL ON THE STREETS OF GOMEZ PALACIO.

EXCITING NIGHTLIFE WITH BARS AND RESTAURANTS, THERE'S ALWAYS SOMETHING TO FIND.

WE HAVE SPORTS EVENTS EVERY WEEK, AND YOU CAN DISCOVER THE COUNTRY SIDE WITH A NICE MORNING HIKING.



WE HAVE:

**GOLF COURSE
COUNTRY CLUB**

MALL

**HIGH END RESIDENTIAL
AREAS**

LANDMARKS

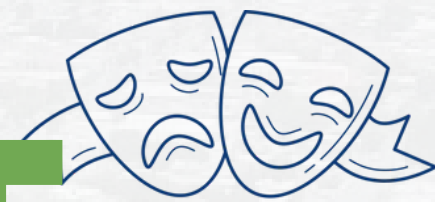
THEATER

ECOTOURISM

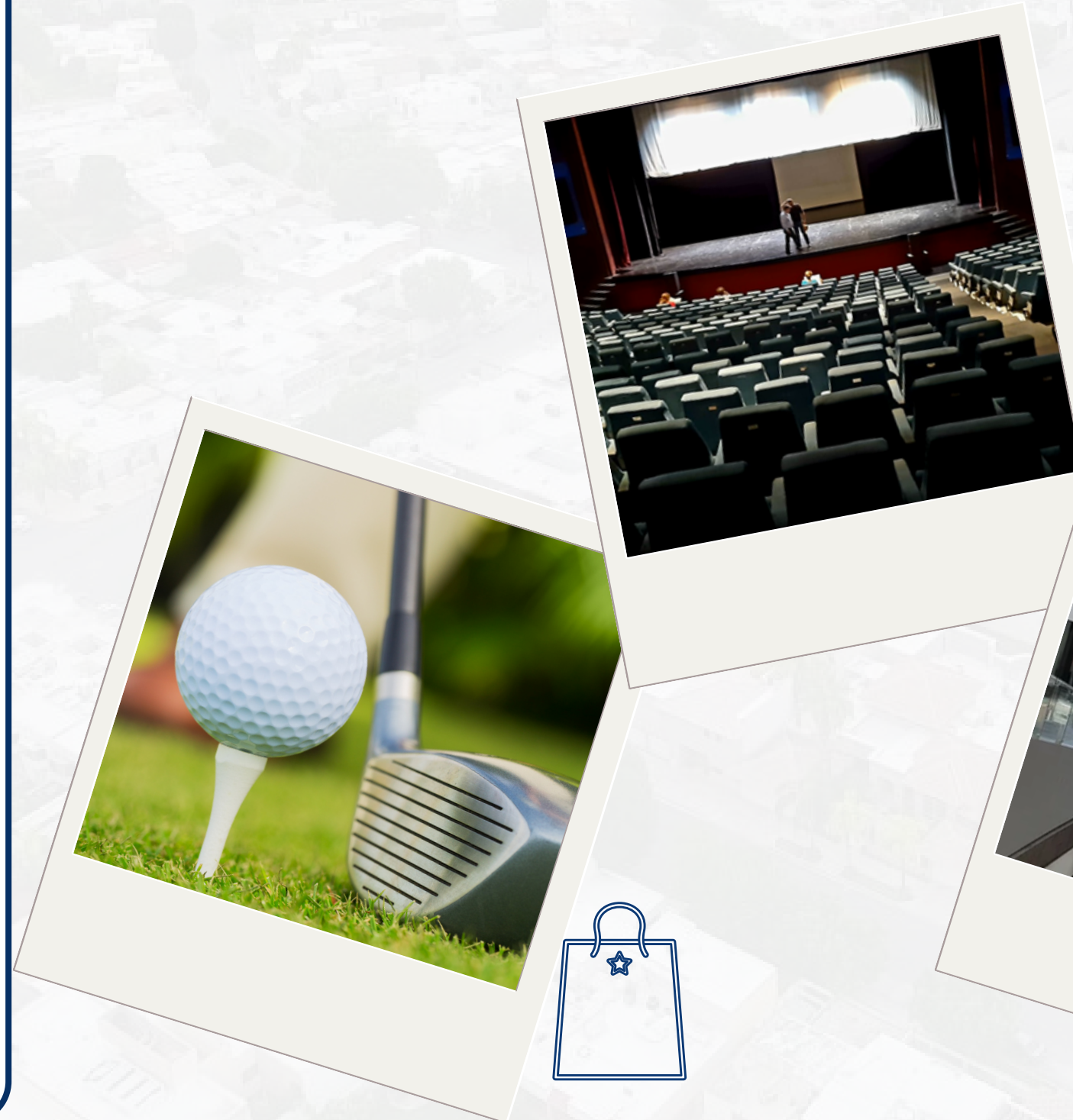
MUSEUMS

BARS & RESTAURANTS

NIGHT CLUBS



LIFESTYLE





GOVERNMENT

"THIS ADMINISTRATION IS COMMITTED TO BUILD STRONG RELATIONSHIPS WITH CITIES ALL AROUND THE GLOBE AND STRENGTHEN THE RELATIONSHIPS THAT WE ALREADY HAVE, TO PROJECT OUR CITY AS A GREAT PLACE TO MAKE GOOD BUSINESSES AND FRIENDS"

**LETICIA HERRERA ALE
MAYOR**



IN
GOMEZ PALACIO



WE ARE WAITING
FOR YOU!



www.gomezpalacio.gob.mx



City Council Agenda Report

Agenda Item No. 11.b.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: CORRESPONDENCE FROM KUNSHAN, CHINA, FOREIGN AFFAIRS OFFICE WISHING TO RECONNECT INTERNATIONAL RELATIONS THROUGH FRIENDSHIP WITH THE CITY OF SOUTH EL MONTE

SUMMARY: Kunshan, China wishes to reconnect international relations through friendship with the City of South El Monte.

RECOMMENDED ACTION: Discussion and/or action.

FISCAL/FINANCIAL IMPACT: No fiscal impact.

DISCUSSION: Kunshan, China and South El Monte became international friendship cities in 1993 and was the first international friendship city of Kunshan. As time went by, the connection to each other was lost and Kunshan wishes to reconnect the international friendship.

ATTACHMENT(S):

A. Email from Kunshan, China

Dianna Gomez

From: chuman <chuman0914@163.com>
Sent: Wednesday, November 30, 2022 9:42 PM
To: Dianna Gomez
Cc: Wang Zelin
Subject: Kunshan, China wants to reconnect with South El Monte

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Dianna Gomez,

Nice to meet you. This is CHU Man(Billie CHU) from Kunshan Foreign Affairs Office, Jiangsu Province, China.

I found your email address on the official website of South El Monte. However, I 'm not sure whether the city council is in charge of South El Monte's international relations, I will appreciate it that if you can pass my message and tell me the right department and person to write to.

Kunshan and South El Monte became international friendship cities in 1993, and South El Monte was the first international friendship city of Kunshan. In the past, our two cities paid visits to each other and had formed a good foundation of friendship. However, as time goes by, we lost contact to each other for unknown reasons since 2011.

The friendship between Kunshan – South El Monte is very special and important to our city. I am writing to reconnect with your city, and hoping that maybe we can resume our friendly exchanges as soon as possible.

Sorry for the trouble and thank you very much!

Also, as Christmas is coming, we are planning to send the mayor of South El Monte an e-card, please let me know whether the current mayor of your city is still Ms.Gloria Olmos.

PS: I also cc Ms Camillie WANG on this email, who is the section chief in dealing with international relations.

Look forward to your reply.

Best regards,

Billie CHU

International relations officer, Kunshan Foreign Affairs Office

Add: No. 108, Qianjin (M) Road, Kunshan, China

Tel: +86 512 57324812

Mobile phone: +86 18851191756



City Council Agenda Report

Agenda Item No. 11.c.

DATE: March 28, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: CORRESPONDENCE FROM CONSULATE GENERAL OF THE PEOPLE'S REPUBLIC OF CHINA IN LOS ANGELES, REQUESTING TO RENEW SISTER CITY RELATIONSHIP BETWEEN CHINESE CITY XIANGTAN AND SOUTH EL MONTE

SUMMARY: Lingzhi Yan, Vice Consul, Consulate General of the People's Republic of China in Los Angeles, requesting to talk about promoting Sister City Relationship between Chinese City Xiangtan and South El Monte.

RECOMMENDED ACTION: Discussion and/or action.

FISCAL/FINANCIAL IMPACT: No fiscal impact.

DISCUSSION: Email received from Lingzhi Yan, Vice Consul with Chinese Consulate General in Los Angeles is wishing to discuss promoting Sister City Relationship between Chinese City Xiangtan and South El Monte.

ATTACHMENT(S):

A. Email from Chinese Consulate General

Dianna Gomez

From: lingzhi yan <yanlingzhi7@gmail.com>
Sent: Monday, March 13, 2023 6:39 PM
To: Dianna Gomez
Subject: Sister City Relationship between Chinese City Xiangtan and South El Monte

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Diana

I'm Lingzhi with Chinese Consulate General in Los Angeles. It's great to have the phone call with you this afternoon.

I'm writing to talk about promoting Sister City Relationship between Chinese City Xiangtan and South El Monte. As you said in the call, there will be a meeting on sister city relationship between Kunshan and South El Monte on the afternoon of Mar. 28th. I'd like to know whether that is an internal meeting in the city council or it's a bilateral one between China and South El Monte. If it's a bilateral one, we hope Xiangtan will also be involved.

Could you please offer me contact information about the one in South El Monte in charge of sister city relationship between China and the city?

If you have any questions, please call me at 213 378 7090 at any time.

Thanks.

Bets regards.

Lingzhi Yan
Vice Consul
Consulate General of the People's Republic of China in Los Angeles
443 Shatto Place, Los Angeles, CA 90020
Direct 213 378 7090



City Council Agenda Report

Agenda Item No. 12.a.

DATE: March 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 BORJORQUEZ**

1. Discussion in Regards to the "Sacrifice & Service" Event During the Week of Memorial Day.

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: March 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 FEBRUARY 28, 2023

SUMMARY: Staff is requesting approval of the Minutes of the February 28, 2023 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of February 28, 2023.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, FEBRUARY 28, 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 10:14 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 Robert Molina, Recreational Leader.

STAFF ABSENT: 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 Bojorquez 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 January 24, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 10:15 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair