

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

April 25, 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

Mayor Gloria Olmos

3. INVOCATION

Paola Lara, Deputy City Clerk, City of South El Monte

4. PRESENTATIONS

4.a. Certificate of Recognition Presented to a South El Monte Resident Who was a Past Recipient of "Woman of the Year"

4.b. Proclamation Proclaiming "April 30 through May 6, 2023, as Municipal Clerks Week"

4.c. Certificates of Recognition Presented to the South El Monte High School Academic Decathlon Team Congratulating Their Top 10 Ranking in the 2023 Los Angeles County of Education Academic Decathlon Competition

4.d. Presentation by Nicholas Ryu, Sustainability and Natural Resources Manager, San Gabriel Valley Council of Governments on Food Recovery Program

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

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

4.g. Presentation by Brian Moncrief, Senior Vice President, Kosmont & Associates, Inc. an Overview of the Surplus Land Act Regulations Under State Law for Sale of Real Property Owned by a City

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 APRIL 11, 2023

Staff is requesting approval of Minutes for the March 28, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the March 28, 2023 Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-32, APPROVING WARRANTS FOR THE PERIOD OF APRIL 12, 2023 THROUGH APRIL 25, 2023

Authorizing payment of City expenditures for the period of April 12, 2023 through April 25, 2023, totaling \$499,155.93.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-32, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-33, APPROVING AWARD OF AGREEMENT TO THE SAUCE CREATIVE SERVICES FOR NEWSLETTER PUBLISHING SERVICES

The City provides a monthly newsletter, the South El Monte News, that informs residents about upcoming events, programs, issues, and policies of city government. Due to the expiration of the contract with the current vendor, the City conducted a Request for Proposals (RFP) for Newsletter Publishing Services. Two proposals were received and evaluated by staff using the criteria listed on the Request for Proposals.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-33, awarding an agreement to The Sauce Creative Services for Newsletter Publishing Services; and
2. Authorize Mayor to execute agreement.

8. PUBLIC HEARINGS

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 23-34, AUTHORIZING THE ALLOCATION AND REPROGRAMMING OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE PAVEMENT REHABILITATION PROJECT FOR FISCAL YEAR 2023-2024

Provide the Council with recommendations for re-programming Fiscal Year 2022-2023 CDBG funding to the next Fiscal Year 2023-2024 Project list and programming an unallocated balance amount of \$231,270 to the Pavement Rehabilitation Project for Fiscal Year 2023-2024, keeping in mind the priority of need and eligibility. Public Notice was posted on March 23, 2023.

RECOMMENDED ACTION: Staff recommends City Council approve the following:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 23-34, approving the re-programming of Fiscal Year 2022-2023 CDBG funds for the Pavement Rehabilitation Project (Includes the following streets: Chico Avenue from Rush Street to Garvey Avenue; Klingerman Street from Chico Avenue to Central Avenue, Floradale Avenue from Thienes Avenue to Rush Street) to the Fiscal Year 2023-2024 CDBG project list allocation and approve allocating an unprogrammed balance of \$231,270 to the Fiscal Year 2023-2024 Pavement Rehabilitation Project (Includes the following streets: Chico Avenue from Rush Street to Garvey Avenue; Klingerman Street from Chico Avenue to Central Avenue, Floradale Avenue from Thienes Avenue to Rush); and
4. Authorize the City Manager to execute an agreement, if required, for this CDBG project with the Los Angeles County Development Authority (LACDA), subject to approval as to form by the City Attorney and authorize the City Manager to adjust the project budget, as necessary, to take into account the final CDBG allocations and any amounts unexpended at the close of Fiscal Year 2022-2023.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF URGENCY ORDINANCE NO. 1265-U, ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW, OR EXPANSION OF ANY EXISTING AUTOMOTIVE AND TRAILER SALES BUSINESSES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES

The proposed moratorium would halt the establishment of new, or expansion of any existing automotive and trailer sales businesses within the City for 45 days (unless extended) while City Staff reviews and adopts appropriate zoning regulations for such businesses.

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive further reading, and adopt Urgency Ordinance No. 1265-U, establishing a 45-day temporary moratorium on the establishment of new, or expansion of any existing automotive and trailer sales businesses within City limits during the pendency of the City's review and adoption of zoning regulations for such uses; and
2. Authorize the City Manager to direct the Planning Division and Planning Commission to review the development standards for automotive and trailer sales businesses, and survey development standards for these types of businesses in other cities.

9.b. CONSIDERATION TO SUPPORT FLAG OF VALOR EVENT BY APPROVING THE USE OF TWO PORTABLE LIGHT TOWERS AT NO COST

City Council to consider waiving the cost to use two city-owned portable light towers for the Flags of Valor event

RECOMMENDED ACTION: Staff recommends City Council discuss and consider waiving the cost to use two city-owned portable light towers for the Flags of Valor event.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

13.a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)

Title: City Attorney

13.b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property Location: 1459 Santa Anita Avenue, South El Monte, CA
91733

Negotiating parties: City of South El Monte and Potential buyers
consistent with the requirements of State Law

Property owner: City of South El Monte

Under negotiation: Price and terms of payment

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 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 MARCH 28, 2023

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

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

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, May 9, 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 20th day of April 2023.

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

City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: April 25, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Certificate of Recognition Presented to a South El Monte Resident Who was a Past Recipient of "Woman of the Year"

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: April 25, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Proclamation Proclaiming "April 30 through May 6, 2023, as Municipal Clerks Week"

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation



PROCLAMATION

MUNICIPAL CLERKS WEEK APRIL 30 – MAY 6, 2023

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

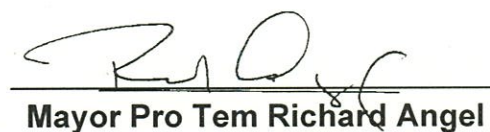
WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community, and

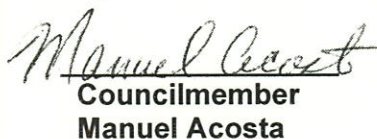
WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

NOW, THEREFORE, I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, by virtue of the authority vested in me by the Constitution and laws of South El Monte and State of California do hereby recognize the week of April 30 through May 6, 2023, as Municipal Clerks Week, and further extend appreciation to our Certified Municipal Clerk, Donna G. Schwartz, and to our Deputy City Clerk, Paola Lara, for the vital services they perform and their exemplary dedication to the community they represent.

IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of South El Monte to be affixed this 25th day of April 2023.


Mayor Gloria Olmos


Mayor Pro Tem Richard Angel


Councilmember
Manuel Acosta


Councilmember
Hector Delgado


Councilmember
Rudy Bojorquez



City Council Agenda Report

Agenda Item No. 4.c.

DATE: April 25, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Certificates of Recognition Presented to the South El Monte High School Academic Decathlon Team Congratulating Their Top 10 Ranking in the 2023 Los Angeles County of Education Academic Decathlon Competition

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: April 25, 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 Nicholas Ryu, Sustainability and Natural Resources Manager, San Gabriel Valley Council of Governments on Food Recovery Program

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

San Gabriel Valley Regional Food Recovery Program

*Nicholas Ryu, Sustainability Manager
San Gabriel Valley Council of Governments
April 25, 2023*

SB 1383 Background

Passed in 2016, SB 1383 (Lara) aimed to reduce emissions of short-lived climate pollutants (SLCP) by setting the following targets:

1. Reduce statewide disposal of organic waste by **50%** by January 1, 2020 and by **75%** by January 1, 2025 (based on 2014 levels).
2. Recover at least **20%** of currently disposed edible food for human consumption by 2025.



SB 1383 Background Cont.

To reach the goal of 20% recovery of edible food, SB 1383 requires the following:

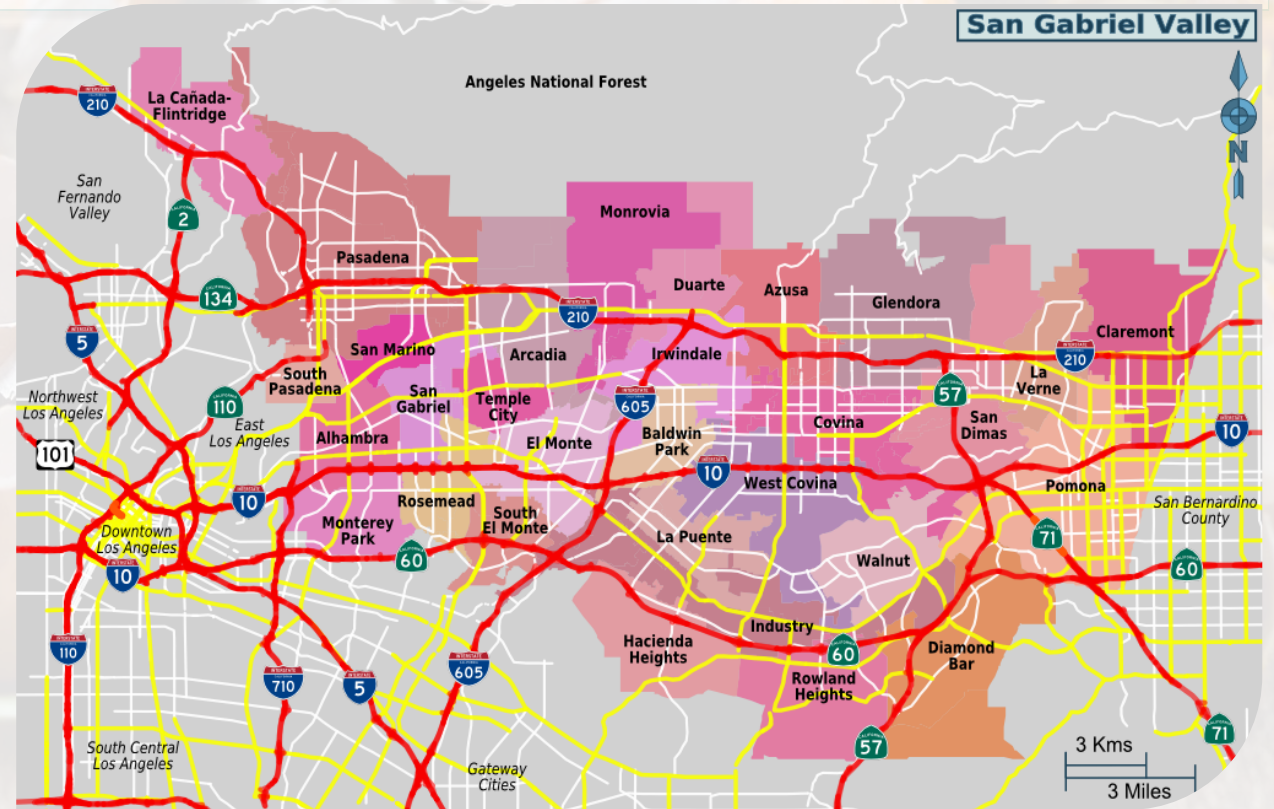
- Jurisdictions **must** establish food recovery programs, strengthen their existing food recovery networks, and maintain records.
- Food donors must arrange to recover the maximum amount of their edible food that would otherwise go to landfills.
- **Inspections of Tier 1 must begin in 2022, and Tier 2 in 2024.**

Regional Food Recovery Program

- Launched in September 2021
- Included 15 currently participating cities
- Provided services for:
 - Inspecting Tier 1 and Tier 2 EFGs and assessing 1383 compliance
 - Assessing FROs and their capacities for receiving additional food donations
 - Preparing guidance and assistance with outreach efforts
 - Implementing inspection and enforcement programs

Benefits of a Regional Approach

- Share & maximize network, resources & capacity
- Economy of scale
- Single contract
- Address an intersection of issues



Program Phases

- **Phase 1** - Capacity and Inspections
 - 1.1 - public outreach, and a final capacity assessment report of regional food recovery.
 - 1.2 - EFG & FRO inspections and compliance assessments
- **Phase 2** - Development of regional food recovery hubs.

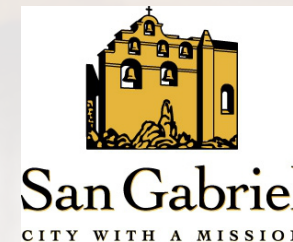
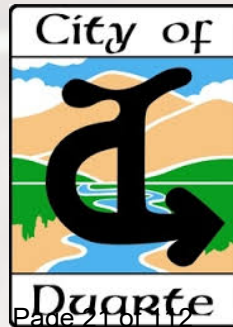


Participating Cities

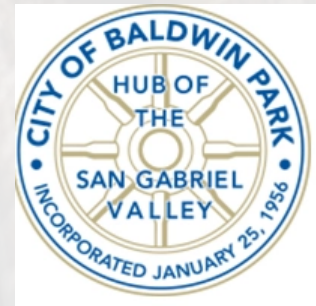
Phase 1 Participating Cities (15)



City of
Alhambra



Phase 2 Participating Cities (10)



Capacity of the Participating Cities

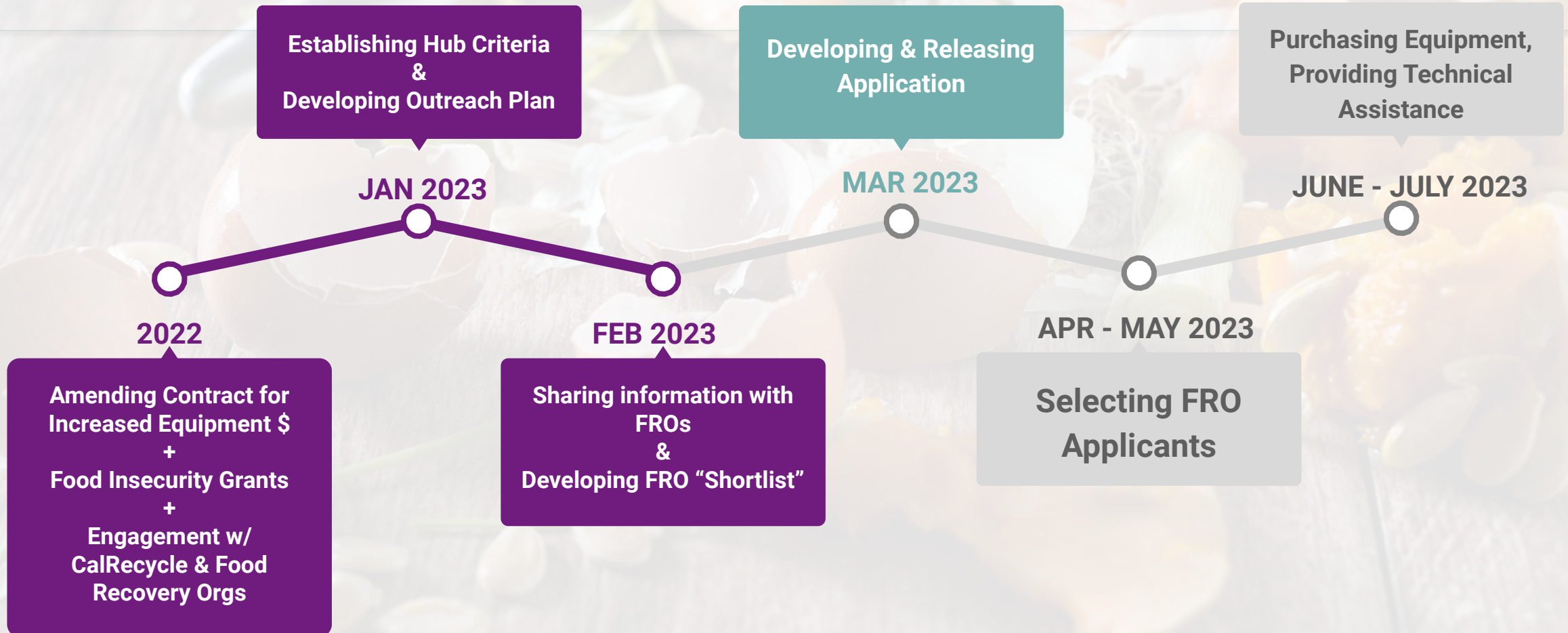
Food Recovery Capacity (Pounds)	Food Donation Generation (Pounds)
Low Estimate: 15,059,924	Tier 1: 14,974,285
High Estimate: 17,365,852	Tier 2: 400,447
Overall Capacity: 15,059,924 – 17,365,852	Total Capacity Required: 15,374,732

Participating cities have **some capacity** to address food recovery, but with increased food donation, will **quickly lack sufficient capacity** to respond. We need to move quickly to identify and expand food recovery hubs.

Phase 1 Status

- Includes 15 currently participating cities
- Inspections:
 - 238 inspections of EFGs and FROs completed last year
 - Restarted inspections for Tier 1 EFGs and now for Tier 2 EFGs and FRO Inspections of participating cities
- Developing workshops and updated outreach materials (flyers, inspection lists, social media posts, etc.)

Phase 2 Status



City of South El Monte MOA

- MOA Agreement Costs
 - NTE amount of \$151,003
 - \$133,813 (just for Phase 1)
 - \$10,000 (just Phase 2)
 - COG 5% management fee (about \$7190) also included
 - Two invoices of \$86,332 for 2023 and \$64,173 for 2024
- Services include project update meetings, attending EFG and FRO inspections (if requested) with consultant, food recovery capacity and compliance assessments, outreach workshops and education materials, and a final report of activities

Table 1. Inspections

	1st Tier 1 Site visits	2nd Tier 1 Site visits	1st Tier 2 Site Visits	Food Recovery Organization Site visit
2023	113	0	0	6
2024	113	0	4	6



Questions?



City Council Agenda Report

Agenda Item No. 4.e.

DATE: April 25, 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 March

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Crime Statistics March 2023

Temple Station

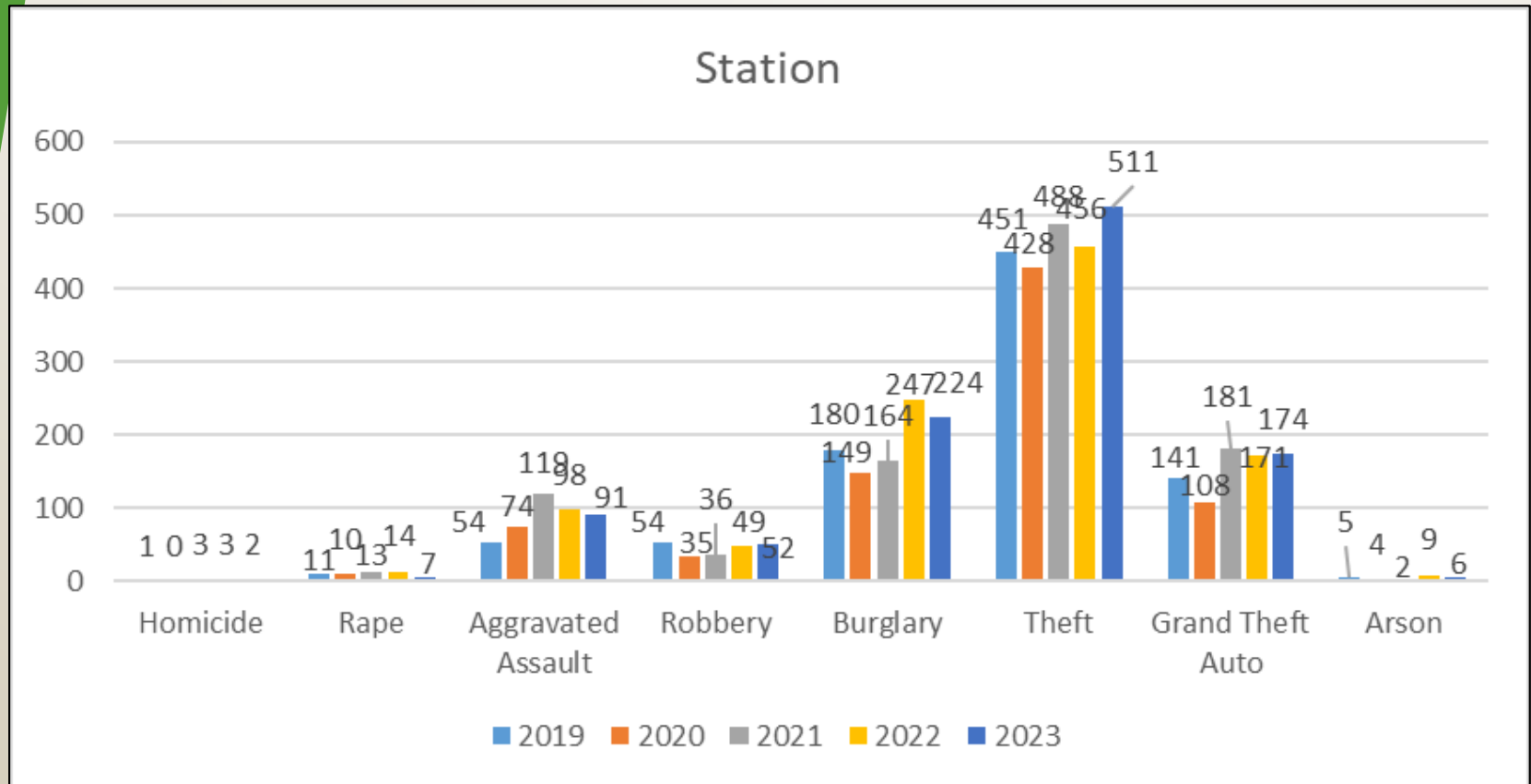
March 2023



Crime Statistics

Temple Station

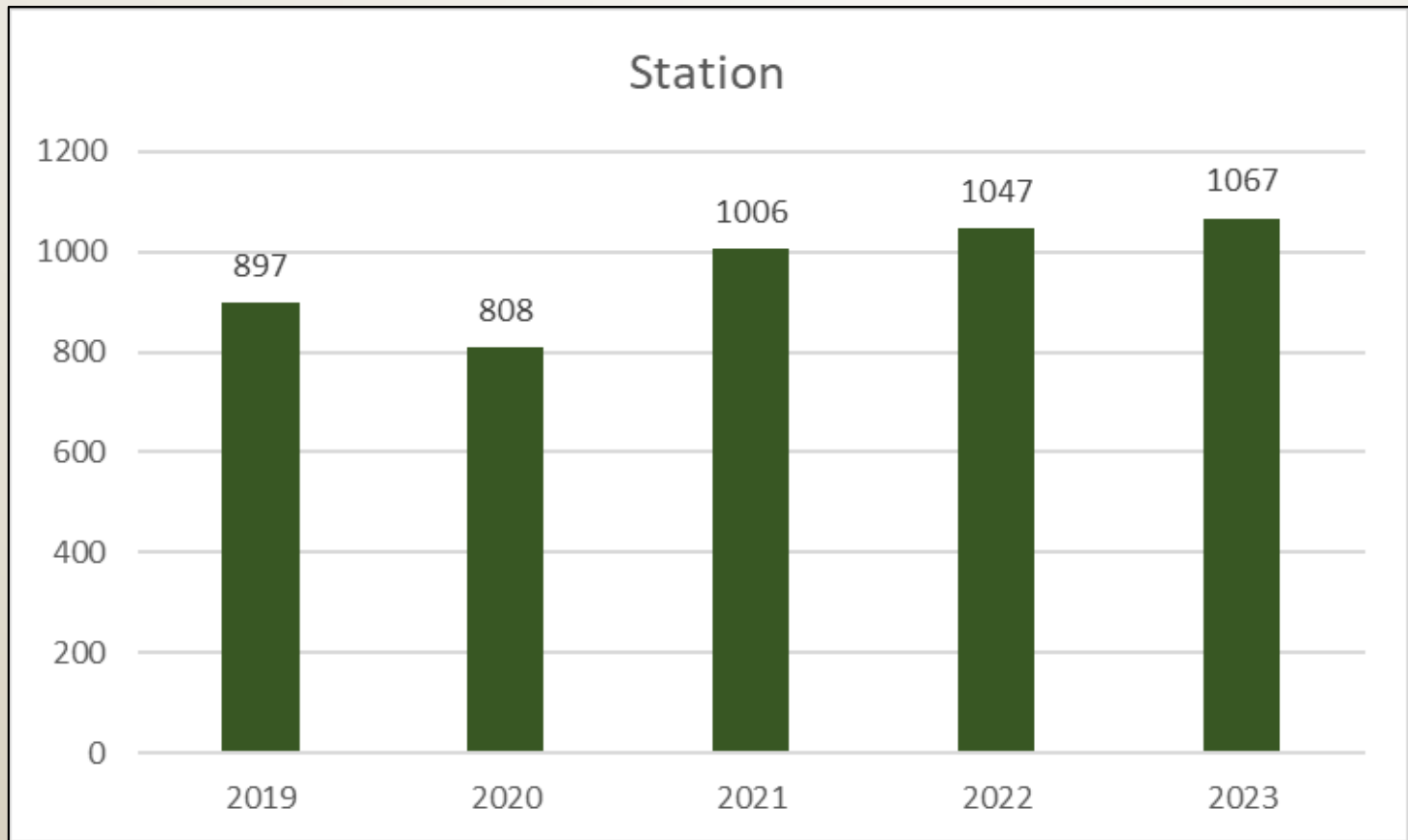
Part I Crime Statistics – March 2019-2023



Station	1 yr % change	4 yr % change
Homicide	-33%	100%
Rape	-50%	-36%
Aggravated Assault	-7%	69%
Robbery	6%	-4%
Burglary	-9%	24%
Theft	12%	13%
Grand Theft Auto	2%	23%
Arson	-33%	20%
Total	2%	19%

Temple Station

Part I Crime Statistics – March 2019-2023

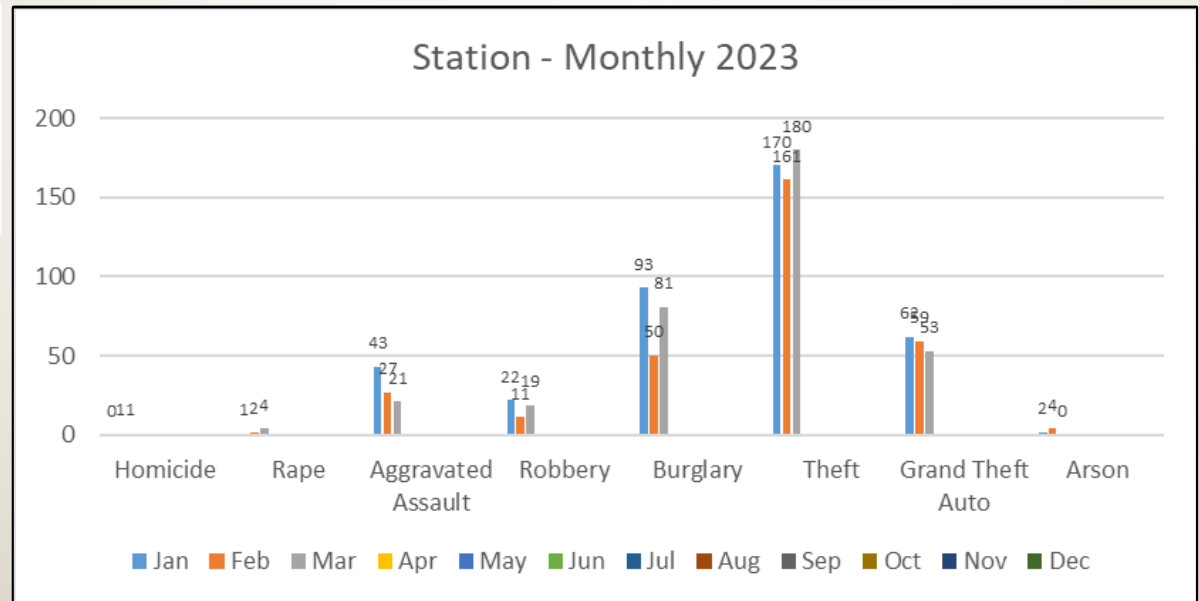


Temple Station

Part I Crime Statistics – Monthly Breakdown 2023

Station	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	1	1										2
Rape	1	2	4										7
Aggravated Assault	43	27	21										91
Robbery	22	11	19										52
Burglary	93	50	81										224
Theft	170	161	180										511
Grand Theft Auto	62	59	53										174
Arson	2	4	0										6
Total	393	315	359	0	0	0	0	0	0	0	0	0	1067

Station	
Res Burg	81
Other Burg	143
Petty Theft	159
Grand Theft	226
Theft from Vehicle	126





City Council Agenda Report

Agenda Item No. 4.f.

DATE: April 25, 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 March

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement Public Safety Report

City of South El Monte

Public Safety Report



March 2023 Recap

Joe Martinez
Code Enforcement Supervisor

Code Cases by Location

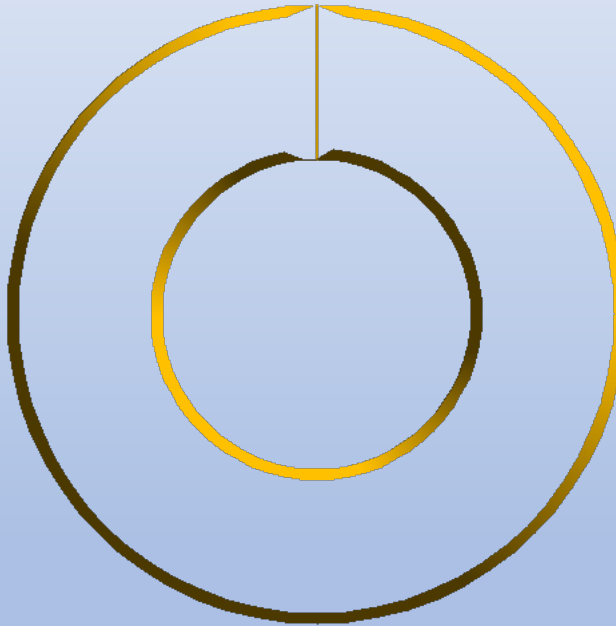
March - 73

Property Maintenance.....	43
Health and Safety / Public Nuisance..	4
Streets/PublicPlaces.....	10
Vehicle/Traffic.....	1
Business.....	6
Zoning.....	4
Building Code	5



Parking Citations – Street Sweeping

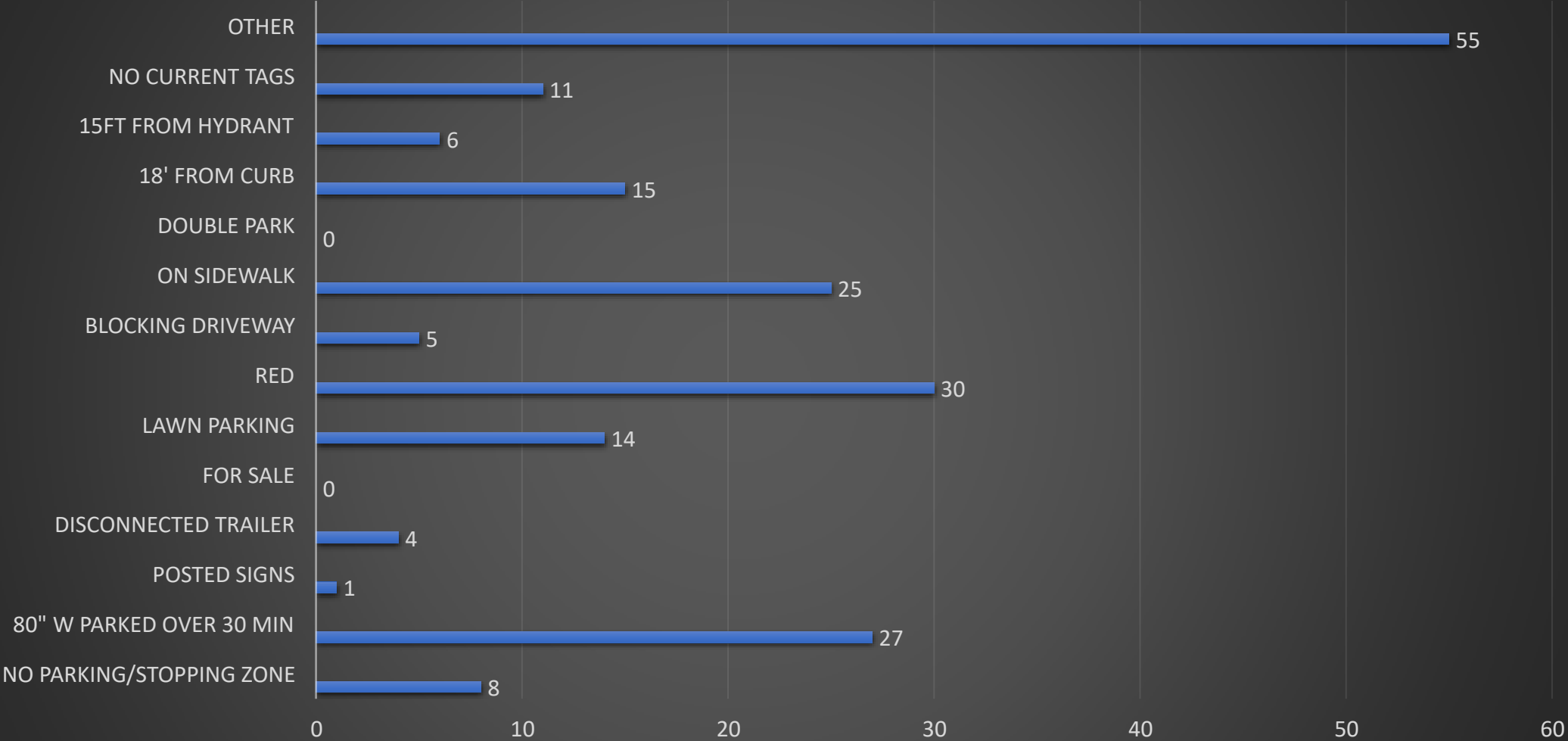
MARCH – 327



**DAY- RESIDENTIAL
(327)**

Parking Citations

MARCH - 162





City Council Agenda Report

Agenda Item No. 4.g.

DATE: April 25, 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 Brian Moncrief, Senior Vice President, Kosmont & Associates, Inc. on Overview of the Surplus Land Act Regulations Under State Law for Sale of Real Property Owned by a City

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S): Presentation will be available Monday, April 24, 2023



City Council Agenda Report

Agenda Item No. 7.a.

DATE: April 25, 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 APRIL 11, 2023

SUMMARY: Staff is requesting approval of Minutes for the March 28, 2023 Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the March 28, 2023 Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 11, 2023 - 6:00 PM**

1. ROLL CALL

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

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;
Masami Higa, Finance Director; Guillermo Arreola, Planning Manager; and Paola
Lara, Deputy City Clerk.

STAFF ABSENT: Donna G. Schwartz, City Clerk.

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

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

3. INVOCATION – Jayson Perez, Recreation Coordinator, City of South El Monte,
offered the Invocation.

4. PRESENTATIONS

4.a. Mayor Olmos and City Council presented a proclamation to Kim Sinclair,
Executive Director of Autism Society of Los Angeles, proclaiming the
month of April 2023 as “Autism Acceptance Month.”

4.b. Mayor Olmos and City Council presented a proclamation to Pauline
Guevarra, OneLegacy Ambassador, Kidney Recipient and Donor,
Proclaiming "April 2023 as Donate Life Month"

Pauline Guevarra, OneLegacy Ambassador, was unable to attend the
meeting.

4.c. Mayor Olmos and City Council presented Certificates of Recognition to the
South El Monte Youth Basketball Co-Ed League Division B and C youth
participants for placing 2nd at the Southern California Municipal Athletic
Federation (SCMAF) San Gabriel Valley Youth Basketball Tournament.

Crystal Lopez, representing Senator Susan Rubio's Office, also presented Certificates of Recognition to the South El Monte Youth Basketball Co-Ed League Division B and C youth participants.

- 4.d.** Certificates of Recognition Presented to the South El Monte High School Academic Decathlon Team congratulating their Top 10 Ranking in the 2023 Los Angeles County of Education Academic Decathlon Competition.

Mayor Olmos announced this item would be continued to the next City Council meeting.

- 4.e.** Mayor Olmos and City Council presented a Certificate of Recognition to Gabriela M. Negrete, Principal of Epiphany Catholic School, for being selected "2023 Woman of the Year" by Assemblymember Lisa Calderon, District 56.

- 4.f.** Amy Wong, Program Director of Active San Gabriel Valley, and Carlos Velasquez, Managing Director, KOA Corporation, presented a PowerPoint on South El Monte Rush Street Sustainable Transportation Equity Project.

- 4.g.** Mayor Olmos and City Council received a PowerPoint Presentation from Finance Director Masami Higa on an Update on Measure ES Funds.

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

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Delgado to approve the agenda. 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. Karla Viviana (via Zoom), resident, spoke in favor of renovating all city streets and not only Rush Steet, spoke against increasing the budget for the Sheriff's department, spoke against criminalizing the residents, and in favor of assisting the unhoused community.
2. George Rivera, Healing and Justice Center, requested City Council write a letter to the Los Angeles County Board of Directors in support of conducting an investigation to end discriminatory practices by internet services providers like Charter-Spectrum in low-income communities. Mr. Rivera distributed informational handouts to City Council.

Mayor Olmos and Councilmember Delgado stated they would like more information on the topic and statistics and would be in favor of writing a letter if found to be true.

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

7. CONSENT CALENDAR

Councilmember Rudy Bojorquez requested the minutes in item 7.a. be amended to correct item 12.a. on page 6, to read "12.a. Councilmember Rudy Bojorquez."

A motion was made by Councilmember Bojorquez, seconded by Councilmember Delgado to approve the Consent Calendar with the amendment to the minutes in item 7.a. 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 Regular City Council Meeting of March 28, 2023, with the amendment to correct item 12.a. on page 6, to read "12.a. Councilmember Rudy Bojorquez."
- 7.b.** Adopted Resolution No. 23-29, authorizing payment of City expenditures for the period of March 29, 2023, through April 11, 2023, totaling \$1,351,582.05
- 7.c.** Approved settlement agreements and participation forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS; and approved the California State-Subdivision Agreements regarding distribution and use of settlement funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS; and adopted Resolution No. 23-30, approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary.
- 7.d.** Adopted Resolution No. 23-31, approving Amendment No. 2 to the existing Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments extending the term of the MOA until April 2028, and increasing compensation under the MOA and incorporating the Analysis Tool to the scope of work, for an amount not to exceed \$15,000.00 for the implementation of the San Gabriel Valley Regional Vehicle Miles Traveled Analysis Model & Tool Update; and authorized the City Manager to execute the amendment.

Mayor Olmos requested item 11.a. be moved up for discussion and action at this time. Council concurred.

11.a. LETTER FROM EL MONTE/ SOUTH EL MONTE JETS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER, NEW TEMPLE PARK AND DEAN L. SHIVELY PARK FIELDS, CONSIDERATION TO WAIVE THE PARK LIGHT FEES, AND CONSIDERATION OF A MONETARY DONATION

Mayor Olmos announced the item and Recreation Coordinator Jayson Perez presented the staff report noting that the El Monte/South El Monte Jets Organization's status of a non-profit was currently suspended. Mr. Perez announced that representatives from the El Monte/South El Monte Jets were in attendance to answer any questions.

City Council discussed at length with Recreation Coordinator Jayson Perez, City Attorney Anthony R. Taylor, and the El Monte/South El Monte Jets representatives on the days of the week and fields being requested, whether the organization approached the City of El Monte and the El Monte Union High School District to request assistance, the organization's suspended non-profit organization status with the Secretary of State, and the monetary donation request.

Mayor Pro Tem Angel suggested approving the request for field reservation dates on Tuesdays, Wednesdays, and Thursdays during the school year, and additional days as needed for extra practices and scrimmages in July and August while the children are on summer vacation.

Recreation Coordinator Jayson Perez informed City Council that in the current policy an organization must have current status as a non-profit organization in order to apply for a fee waiver request. City Attorney Anthony R. Taylor recommended the item be brought back at a future meeting for City Council action.

Staff was directed to bring back the item at a future meeting once the El Monte/South El Monte Jets regain current status as a non-profit organization.

Recreation Coordinator Jayson Perez stated he would update the schedule to reflect the requested field reservations on Tuesdays, Wednesdays, and Thursdays during the school year and additional days as needed for extra practices and scrimmages in July and August while the kids are on summer vacation and update the fee waiver cost and park light fees.

8. PUBLIC HEARINGS – None

9. GENERAL BUSINESS

9.a. AUTHORIZATION FOR 2023 STAFF DEVELOPMENT AND TEAM BUILDING EVENT

Mayor Olmos announced the item.

A motion was made by Councilmember Acosta, seconded by Councilmember Delgado, to approve a 2023 Staff Development and Team Building Event and allocate \$5,000.00 from the General Fund to the Human Resources Recognition account 01-100-1050-5940 to host the event. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced his attendance at the Water Education for Latino Leaders Conference and City's Easter Breakfast.

Councilmember Bojorquez announced his attendance at the Recognition Luncheon in Honor of John Gonzalez, South El Monte's prior Mayor, California Contract Cities meeting with Los Angeles County Sheriff Robert Luna, Valle Lindo School District Grand Opening of the Community Resource Center, and South El Monte High School Modernization Project Ground Breaking Ceremony, the City's Senior Center Easter Luncheon, and the City's Easter Breakfast.

Councilmember Delgado announced his attendance at the City's Easter Breakfast.

Mayor Pro Tem Angel announced his attendance at the City's Easter Breakfast, the City's Senior Center Easter Luncheon, Recognition Luncheon in Honor of John Gonzalez, South El Monte's prior Mayor, and Valle Lindo School District Grand Opening of the Community Resource Center.

Mayor Olmos announced her attendance at the City's Easter Breakfast, California Contract Cities meeting with Los Angeles County Sheriff Robert Luna, Valle Lindo School District Grand Opening of the Community Resource Center, South El Monte High School Modernization Project Groundbreaking Ceremony, and the City's Senior Center Easter Luncheon, and announced SEAACA still has adoption opportunities and is now offering their services online.

Item 11.a was moved up for discussion after the Consent Calendar.

11. CORRESPONDENCE

11.a. LETTER FROM EL MONTE/ SOUTH EL MONTE JETS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER, NEW TEMPLE PARK AND DEAN L. SHIVELY PARK FIELDS, CONSIDERATION TO WAIVE THE PARK LIGHT FEES, AND CONSIDERATION OF A MONETARY DONATION

12. COUNCILMEMBERS' AGENDA – None.

13. CLOSED SESSION

At 8:04 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

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

At 8:50 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

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

14. ADJOURNMENT

At 8:52 p.m. Mayor Olmos adjourned the meeting in memory of Salvador Camarena, long time South El Monte resident, Marcos Alberto Acosta, brother of Councilmember Acosta, and Irene Rios, longtime South El Monte resident and Aunt of Mayor Olmos to a Regular City Council Meeting on Tuesday, April 25, 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: April 25, 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. 23-32, APPROVING WARRANTS FOR THE PERIOD OF APRIL 12, 2023 THROUGH APRIL 25, 2023

SUMMARY: Authorizing payment of City expenditures for the period of April 12, 2023 through April 25, 2023, totaling \$499,155.93.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 23-32, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 23-32
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 23-32

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF APRIL 12, 2023, THROUGH APRIL 25, 2023,
TOTALING \$499,155.93.

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	4/12/23-4/25/23	DFT0000583-601	\$123,364.39
FY 22/23	Regular Warrants	4/12/23-4/25/23	12101-12182	\$255,006.78
Payroll	Check	PPE 4/15/23	1359-1366	\$6,229.10
Payroll	Direct Deposit	PPE 4/15/23	3703-3787	\$114,555.66

TOTAL EXPENDITURES RESOLUTION NO. 23-32 \$499,155.93

PASSED, APPROVED, AND ADOPTED this 25th day of April 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. 23-32, 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 25th day of April 2023, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register

Council Meeting 04/25/23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	12101	04/06/2023	FEB'23 TASK 2-2.5/ 3-3.7 #237	8,437.31
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	12101	04/06/2023	FEB'23 TASK 2-2.5/ 3-3.7 #237 10% RETENTION	(843.73)
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	12101	04/06/2023	FEB'23 TASK 2-2.5/ 3-3.7 #237 10% RETENTION	(6,512.25)
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	12101	04/06/2023	FEB'23 TASK 2-2.5/ 3-3.7 #237	65,122.50
01.0000.0000.4250	CRISTINA PRECIADO	12102	04/06/2023	SOLAR PERMIT RES-SOLAR-22-051 DUPLICATE RFND	258.00
01.0100.1050.5938	DIANNA GOMEZ	12103	04/06/2023	SPRING 2023 EDUCATION REIMBURSEMENT	2,982.00
01.0100.1050.5938	DIANNA GOMEZ	12103	04/06/2023	SPRING 2023 BOOK FEES	94.49
01.0100.1010.5912	GLORIA OLMOS	12104	04/06/2023	MEETING CHARGES/ SEM CHAMBER & STAFF	50.52
01.0100.1030.5215	MANDELL MUNICIPAL COUNSELING	12105	04/06/2023	MAR'23 LEGAL SVCS	726.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	12106	04/06/2023	PPE: 04/01/23	4,930.00
01.0100.1010.5910	RUDY BOJORQUEZ	12107	04/06/2023	FLIGHT CHARGES/ NALEO CONFERENCE N/Y 7/10-7/13	426.11
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	12108	04/06/2023	A. REYES GARNISHMENT 04/01/23	8.15
45.0660.6610.5977	ACOSTA GROWERS, INC.	12109	04/19/2023	35 PINKLADY TREES/ ST MEDIANS DUFEE & SANTA ANITA	385.88
01.0130.1330.6015	ADVANCED MICROCOMPUTING CONCEPTS,INC	12110	04/19/2023	24' MONITORS & KEYBOARDS (2)	1,137.08
01.0130.1330.6015	ADVANCED MICROCOMPUTING CONCEPTS,INC	12110	04/19/2023	5 NEW DESKTOP PHONES	1,433.19
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12110	04/19/2023	APR'23 CLOUD SVCS	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12110	04/19/2023	APR'23 OFFICE 365	4,988.92
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,INC	12110	04/19/2023	APR'23 MANAGED SVCS	13,880.00
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	AFTER SCHOOLPROGRAM SUPPLIES	37.47
01.0150.1530.6020	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	TABLE PAN RETURN CREDIT	(187.40)
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	FILE FOLDERS CREDIT	(21.59)
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	FILE FOLDERS CREDIT	(53.73)
01.0151.1541.5430	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	ADULT BBALL LEAGUE SUPPLIES	88.14
01.0130.1330.6020	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	IT SUPPLIES/ WORKSTATIONS	159.84
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	ERGONOMIC SUPPLIES	263.35
01.0150.1530.6020	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	KITCHEN SUPPLIES/ SENIOR SVCS	326.15
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	CITY HALL SUPPLIES	71.62
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	SPRING CAMP SUPPLIES	188.49
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	EASER DECOR & TOOLS TO TEAR DOWN	132.50
01.0150.1530.5937	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	DECORATIONS/ VOLUNTEER DINNER 4/26/23	224.43
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	PRIVACY SCREEN RETURN CREDIT	(76.61)
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	SPRING CAMP SUPPLIES	27.84
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	FILE FOLDERS CREDIT	(84.59)
01.0150.1530.5937	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	BAGS/ VOLUNTEER GIFTS	78.89
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	CLASSIFICATION FOLDERS	125.20
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	AFTER SCHOOL PRGM & BABY LAB SUPP	371.51
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	12111	04/19/2023	SUPPLIES/ 90'S CLUB BOARD	112.01
01.0150.1540.5431	AQUA PURE DRINKING WATER	12112	04/19/2023	MAR'23 DRINKING WATER MCTR/NTP	20.95
01.0170.1720.5720	AQUA PURE DRINKING WATER	12112	04/19/2023	APR'23 DRINKING WATER	60.47
01.0170.1020.5956	BELLA SANCHEZ	12113	04/19/2023	PUBLIC WORKS SUN HATS	930.51
01.0100.1050.5936	CONCENTRA	12114	04/19/2023	3/15-3/21 NEW HIRE PHYSICALS & DRUG TESTING	522.00
01.0100.1050.5936	CONCENTRA	12114	04/19/2023	3/23 NEW HIRE PHYSICAL	235.00

01.0150.1510.5204	DAVID MAI	12115	04/19/2023	APR'23 COM SVC COMMISSION MTG	100.00
01.0160.1650.5520	DDC PLUMBING SUPPLY, INC.	12116	04/19/2023	FLUSH METERS/ RESTROOMS/ NTP	316.89
01.0160.1650.5520	DDC PLUMBING SUPPLY, INC.	12116	04/19/2023	SPUD & BRASS/ TOILETS/ NTP	26.06
01.0160.1610.5520	DDC PLUMBING SUPPLY, INC.	12116	04/19/2023	SLOAN REPAIR KIT/ GYM TOILETS/ CCTR	117.71
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	12117	04/19/2023	MAR'23 FINGERPRINTS	288.00
01.0150.1505.5406	DSG INTERNATIONAL	12118	04/19/2023	WOMENS SELF LOVE EVENT- GIVEAWAYS #623	651.57
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	12119	04/19/2023	MAR'23 PEST CONTROL/ CCTR	69.18
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	12119	04/19/2023	MAR'23 PEST CONTROL/ CHALL	194.39
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	12119	04/19/2023	MAR'23 PEST CONTROL/ SCTR	312.30
01.0170.1720.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	12120	04/19/2023	GATE REMOTES/ CITY YARD	46.31
01.0160.1640.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	12120	04/19/2023	SANDING WHEELS/ COPPING AQUATICS	41.34
01.0160.1650.5520	EWING IRRIGATION	12121	04/19/2023	IRRIGATION SUPPLIES/ NTP WATER LEAK	712.21
01.0150.1510.5204	GERARDO DIAZ	12122	04/19/2023	APR'23 COM SVCS COMMISSION MTG	100.00
01.0170.1740.5962	GILMORE LIQUID AIR COMPANY	12123	04/19/2023	WELDING GLOVES & WELDING HOODS	144.42
01.0100.1050.5934	GRACIE RETAMOZA	12124	04/19/2023	3/30 LIVSCAN REIMB	25.00
01.0170.1750.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	IRRIGATION SCREWS & BOLTS/ HAYWARD	16.02
01.0170.1020.5406	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	15 KEYS/ YARD	45.38
45.0660.6610.5977	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	U BOLT/ STREETS TRAILER	57.59
01.0170.1020.5406	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	NEW KEYS/ PARKS	42.66
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	NEW SIGN SUPPLIES/ POOL	9.90
01.0170.1020.5406	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	ARMORED PLUG & CONNECTOR/ YARD	81.29
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	FLEXIMAX HOSE/ CHALL	43.99
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	STUDSPADE/ CHALL	7.92
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	WATER LEAK FIX SUPPLIES/ MCTR	52.49
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	NEW SIGN SUPPLIES/ POOL	19.06
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	CIRCUIT BREAK- POOL ROOM/ SCTR	17.58
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	WATER VALVE & HOSE/ NTP	60.23
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	12125	04/19/2023	HOSE NOZZLES	39.57
45.0660.6610.5977	GUNNER CONCRETE	12126	04/19/2023	8.8 YARDS OF CONCRETE REPAIR- NTP/ LIDCOMBE	2,431.01
01.0150.1510.5204	HELIODORO DUARTE, JR	12127	04/19/2023	APR'23 COM SVCS COMMISSION MTG	100.00
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	12128	04/19/2023	JAN-MAR'23 TRANSACTION TAX	600.00
01.0150.1510.5204	HORTENCIA VASQUEZ	12129	04/19/2023	APR'23 COM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	12130	04/19/2023	3/27-3/31 CI & CII NUTRITION PRGM	3,611.00
06.0300.3020.5215	HUNTINGTON CULINARY	12130	04/19/2023	3/27-3/31 CI & CII NUTRITION PRGM	423.50
06.0300.3010.5215	HUNTINGTON CULINARY	12130	04/19/2023	4/3-4/7 CI & CII NUTRITION PRGM	3,766.25
06.0300.3020.5215	HUNTINGTON CULINARY	12130	04/19/2023	4/3-4/7 CI & CII NUTRITION PRGM	441.65
01.0160.1640.5520	HYDRAULICS & GASKETS	12131	04/19/2023	HOSES-ADAPTERS & DIVIDERS/ POOL	903.50
45.0660.6610.5977	INDUSTRIAL PIPE & STEEL	12132	04/19/2023	LIGHTER/ ASPHALT TRAILER	4.40
01.0150.1510.5204	INGRID AGUILAR	12133	04/19/2023	APR'23 COM SVC COMMISSION MTG	100.00
01.0170.1710.5520	INNER-COOL CORP	12134	04/19/2023	A/C PREVENTITIVE MNTC/ CHALL	680.00
01.0130.1310.5406	IRMA S. PENICHE	12135	04/19/2023	CHARGE/ AMAZON PACKAGE RETURN	4.34
01.0130.1310.5406	IRMA S. PENICHE	12135	04/19/2023	3/30-4/4 Mileage Reimbursement	14.41
01.0140.1430.5215	JAMES GAILE FUNK	12136	04/19/2023	MAR'23 PLANNING CONSULTING SVCS	12,272.75
01.0150.1540.5910	JASMINE ROBLES	12137	04/19/2023	MILEAGE REIMB- CPRS CONFERENCE	157.20
01.0151.1543.5952	JCL TRAFFIC SERVICES	12138	04/19/2023	TURKEY DASH/ TRAFFIC CONE RENTAL	406.00
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	12139	04/19/2023	MAR'23 PC MEETING	150.00
01.0100.1050.5934	JOHN VILLEGAS	12140	04/19/2023	4/7 LIVE SCAN REIMBURSEMENT	25.00
01.0100.1050.5934	JOHN WILL BALDONADO	12141	04/19/2023	3/31 LIVSCAN REIMB	25.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	12142	04/19/2023	MAR'23 PC MEETING	150.00
01.0000.0000.4554	KIMBERLY VALENCIA	12143	04/19/2023	CCTR RESERVATION DAMAGE DEPOSIT 4/1/23	600.00
01.0150.1510.5406	LAB1419	12144	04/19/2023	COMM SVCS COMMISSION POLOS	192.50
01.0150.1515.5406	LAB1419	12144	04/19/2023	PATRIOTIC COMMISSION POLOS	193.39

01.0150.1530.5937	LAB1419	12144	04/19/2023	EMBROIDERY JACKETS/ VOLUNTEER GIFTS	304.29
01.0140.1410.5204	LARRY RODRIGUEZ	12145	04/19/2023	MAR'23 PC MEETING	150.00
01.0170.1710.5520	LBC LIGHTING	12146	04/19/2023	EMERGENCY LIGHTS/ CHALL	85.66
01.0140.1410.5204	LEONEL A. BARRERA JR	12147	04/19/2023	MAR'23 PC MEETING	150.00
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	12148	04/19/2023	HOLES PATCH KITS/ POOL	75.28
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	12148	04/19/2023	POOL SUPPLIES/ OPENING	135.05
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	12148	04/19/2023	3 FT MARKERS/ POOL	39.26
01.0000.0000.4554	NANCY MOLINA	12149	04/19/2023	MVD RESERVATION RFND- 4/1/23	200.00
01.0000.0000.4554	NANCY MOLINA	12149	04/19/2023	MVD RESERVATION RFND 4/1/23	100.00
44.0800.8010.5525	NEW SIGN SOLUTION, INC.	12150	04/19/2023	CITY LOGO DECALS/ TRANSPORATION VEHICLES	209.47
01.0160.1640.5520	NEW SIGN SOLUTION, INC.	12150	04/19/2023	AQUATIC CENTER SIGNS	264.60
01.0170.1710.5520	NEW SIGN SOLUTION, INC.	12150	04/19/2023	COUNCIL NAME & RESTROOM PLATE	154.35
01.0160.1670.5520	NEW SIGN SOLUTION, INC.	12150	04/19/2023	CLEAR COVER SIGN/ MVD	148.83
01.0160.1610.5520	NEW SIGN SOLUTION, INC.	12150	04/19/2023	BUSINESS HOURS SIGNS/ CCTR	71.66
01.0160.1620.5520	NEW SIGN SOLUTION, INC.	12150	04/19/2023	NEW BUSINESS HOURS/ SCTR	71.66
01.0170.1740.5435	NEW SIGN SOLUTION, INC.	12150	04/19/2023	RED INK STAMP/ JANITORIAL BOXES	141.75
01.0120.1210.5406	OFFICE DEPOT	12151	04/19/2023	OFFICE SUPPLIES/ DESK EVALUATION	90.27
01.0120.1210.5406	OFFICE DEPOT	12151	04/19/2023	OFFICE SUPPLIES/ DESK EVALUATION	25.02
01.0100.1050.5406	OFFICE DEPOT	12151	04/19/2023	CLASSIFICATION FOLERS	184.89
01.0100.1050.5406	OFFICE DEPOT	12151	04/19/2023	CLASSIFICATION FOLDERS	146.92
01.0100.1050.5406	OFFICE DEPOT	12151	04/19/2023	FOLDERS	169.32
01.0170.1710.5520	PACIFIC CIRCUIT BREAKERS	12152	04/19/2023	ELECTRICAL BREAKERS/ CHALL	55.13
45.0660.6610.5977	PACIFIC PRODUCTS AND SERVICES LLC	12153	04/19/2023	60 ST BARRICADES/ ST & RD MNTC PRGM	2,439.86
15.0450.4510.6025	PLAYCORE WISCONSIN INC	12154	04/19/2023	NTP/ MVD INSTALL PLYGRND EQUIP & SFTY SURFACE	21,155.58
68.0900.9020.5968	PLAYCORE WISCONSIN INC	12154	04/19/2023	NTP/ MVD INSTALL PLYGRND EQUIP & SFTY SURFACE #252	21,192.20
01.0160.1610.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ MCTR	45.33
01.0160.1640.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ AQUATIC CTR	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ NTP	94.33
01.0160.1670.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ MVD	94.33
01.0170.1710.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ CHALL	121.00
01.0170.1720.5520	POST ALARM SYSTEMS	12155	04/19/2023	APR'23 MONTHLY SVC/ CITY YARD	126.00
01.0160.1620.5520	POST ALARM SYSTEMS	12155	04/19/2023	SERVICE CALL/ SCTR	183.22
01.0100.1040.5916	POSTMASTER	12156	04/19/2023	FY22/23 NEWSLETTER POSTAGE	3,000.00
01.0160.1610.5520	QUENCH USA, INC.	12157	04/19/2023	APR'23 WATER FILTER/ CCTR	38.59
01.0170.1020.5956	RED DOT UNIFORMS	12158	04/19/2023	PATCHES SEW- BEANIES/ PW	161.70
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	12159	04/19/2023	MAR'23 BUS PASSES	245.10
01.0160.1670.6020	SAKAIDA NURSERY	12160	04/19/2023	PLANTS/ MVD	495.90
45.0660.6610.5977	SAKAIDA NURSERY	12160	04/19/2023	PLANTS/ ST & RD MTNC SANTA ANITA MEDIAN	385.65
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	12161	04/19/2023	3/23 PUBLISHI NOTICE/ PUBLIC HEARING	504.71
01.0130.1310.5280	SECTRAN SECURITY INC.	12162	04/19/2023	APR'23 ARMORED SVCS	186.70
45.0660.6610.5977	SMARDAN SUPPLY	12163	04/19/2023	WATER PUMP/ ST/RD MAINTENANCE	282.37
01.0170.1770.5525	SOUTHCOAST BOBCAT	12164	04/19/2023	REPLACEMENT OF 2 AUXILARY COUPLERS KIT	202.21
01.0160.1640.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12165	04/19/2023	GROUT BAG/ POOL DECK	5.24
01.0160.1640.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12165	04/19/2023	BRISTLE BURSH- CLEAN TILE/ POOL	5.62
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12165	04/19/2023	YELLOW TWISTED LINE & CARP PENCIL/ NTP & CITY WIDE	45.37
45.0660.6610.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12165	04/19/2023	LUMBER- FORM SIDEWALK/ NTP	31.84
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12165	04/19/2023	CLAW BAR 12/ TOOLS	29.05
02.0170.1760.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	12165	04/19/2023	SDS MAX CLAY SPADE 4 1/2	73.87
01.0170.1770.5525	SRS AUTOMOTIVE	12166	04/19/2023	RECHARGE A/C & SERVICE VALVE #9	128.25
01.0140.7020.5956	STEFAN HERNANDEZ	12167	04/19/2023	4/1 BOOT ALLOWANCE	200.00

01.0150.1530.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	CRACKERS/ KARAOKE EVENT	15.16
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	BREAD/ CI NUTRITION PRGM	22.72
01.0150.1530.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	LIGHT REFRESHMENTS/ KARAOKE EVENT	13.96
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	BREAD & TOSTADAS/ CI & CII NUTR PRGM	92.92
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	BREAD & TOSTADAS/ CI & CII NUTR PRGM	10.32
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	FIBER BREAD/ CI & CII NUTRITION PRGM	59.02
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	FIBER BREAD/ CI & CII NUTRITION PRGM	6.55
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	12168	04/19/2023	TAPATIO & BREAD/ NUTRITION PRGM	116.31
01.0151.1543.5952	SYSCO FOOD SERVICES OF LOS ANGELES	12169	04/19/2023	EASTER PANCAKE BREAKFAST	1,243.40
01.0000.0000.4554	TANIA ZELAYA	12170	04/19/2023	MVD REFUND/ CITY CANCELLATION 4/2/23	250.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	12171	04/19/2023	APR'23 CONSULTING SVCS	6,750.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 ENGINEER SVCS	12,690.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 PJT MGMT #295	3,224.75
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 ADMIN STAFF SVCS- BLDG & SAFETY	9,600.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 PJT MGMT SVCS #294	2,147.25
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 TRAFFIC ENGINEER SVCS	562.50
68.0900.9080.5974	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 PJT MGMT #140	363.00
40.0900.9000.5968	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 PJT MGMT #296	3,000.00
38.0900.9000.5215	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 PJT MGMT SVCS- PAVEMENT MGMT STUDY	2,812.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	12172	04/19/2023	JAN'23 ENG PLAN CHECK SVCS	352.80
01.0130.1310.5215	TRUSAIC	12173	04/19/2023	APR'23 ACA MONTHLY	1,040.40
01.0170.1020.5406	ULINE	12174	04/19/2023	MATS/ YARD- RAIN PROTECTION	397.75
01.0110.1170.5966	VICTORIA MORA	12175	04/19/2023	3/16-4/6 MILEAGE REIMB	39.30
01.0170.1740.5435	WAXIE SANITARY SUPPLY	12176	04/19/2023	HANDSOAP- 21 CASES	2,263.16
01.0160.1670.6020	WHITTIER FERTILIZER	12177	04/19/2023	7 BAGS GORILLA MULCH/ MVD	555.66
01.0160.1670.6020	WHITTIER FERTILIZER	12177	04/19/2023	2.5 BAGS GORILLA MULCH/ MVD	198.45
01.0160.1670.6020	WHITTIER FERTILIZER	12177	04/19/2023	8 BAGS GORILLA MULCH/ MVD	317.52
01.0160.1670.6020	WHITTIER FERTILIZER	12177	04/19/2023	8 BAGS GORILLA MULCH/ MVD	635.04
01.0160.1670.6020	WHITTIER FERTILIZER	12177	04/19/2023	4 BAGS GORILLA MULCH/ MVD	317.52
01.0170.1710.5520	WHITTIER FERTILIZER	12177	04/19/2023	RED CHIPS/ CHALL PLANTERS	39.14
01.0170.1710.5520	WHITTIER FERTILIZER	12177	04/19/2023	YARD RED CHIPS/ CHALL	39.14
01.0160.1660.5520	WHITTIER FERTILIZER	12177	04/19/2023	TOP SOIL/ SHIVLEY FIELD PROJECT	493.92
01.0160.1660.5520	WHITTIER FERTILIZER	12177	04/19/2023	TOP SOIL/ SHIVLEY FIELD PROJECT	370.44
01.0151.1541.5430	WINNER INTERNATIONAL INC.	12178	04/19/2023	T-BALL OPENING DAY SUPP	33.63
01.0151.1543.5952	WINNER INTERNATIONAL INC.	12178	04/19/2023	HELIUM REFILL/ SPCEIAL EVENT	418.95
01.0170.1020.5406	WINZER	12179	04/19/2023	WD-40 2 CASES	357.04
01.0130.1330.5950	XEROX CORPORATION	12180	04/19/2023	2/28-3/29 COPIER LEASE	1,547.99
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	12181	04/19/2023	FOOD SUPPLIES FOR CI PRGM	204.82
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	12181	04/19/2023	FOOD SUPPLIES FOR CII PRGM	22.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	12182	04/19/2023	NEW WATER METER/ NTP 1450 LIDCOMBE	15,000.00
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000583	04/06/2023	MAR'23 INSURANCE	1,442.06
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000584	04/05/2023	PPE 4/01/23 RATE PLAN 23047	1,648.98
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000584	04/05/2023	PPE 4/01/23 RATE PLAN 27216	10,862.82
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000584	04/05/2023	PPE 4/01/23 RATE PLAN 685	8,894.83
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000585	04/06/2023	PPE 4/01/23 FEDERAL	18,364.71
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000585	04/06/2023	PPE 4/01/23 MEDICARE	5,999.14
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000585	04/06/2023	PPE 4/01/23 FICA	25,651.56
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000586	04/05/2023	PPE 04/01/23 TNG WTHD'G	42.77
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000586	04/05/2023	PPE 04/01/23 UI TAX WTHD'G	855.42
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000586	04/05/2023	PPE 04/01/23 STATE WTHD'G	5,847.69
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000587	04/06/2023	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000587	04/06/2023	CASE 200000002163990	359.00

01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000587	04/06/2023	CASE 1457313	603.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000587	04/06/2023	CASE 0980438	150.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000588	04/06/2023	2/21-3/22 1500 CENTRAL	272.02
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000589	04/06/2023	2/21-3/22 1450 LIDCOMBE	908.97
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000590	04/06/2023	2/21-3/22 1819 CENTRAL	313.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000591	04/06/2023	2/21-3/22 1450 LIDCOMBE	280.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000592	04/06/2023	2/21-3/22 1556 IRRG CENTRAL	234.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000593	04/06/2023	2/21-3/22 1530 IRRG CENTRAL	237.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000594	04/06/2023	1341 ISLAND/ SANTA ANITA	31.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000595	04/06/2023	2/21-3/22 1402 IRR LERMA	389.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0000596	04/06/2023	2/21-3/22 1415 IRRG SANTA ANITA	249.25
01.0000.0000.2260	STANDARD INSURANCE D2	DFT0000597	04/06/2023	APR'23 DENTAL	5,583.28
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000598	04/05/2023	APR'23 SUPPLEMENTAL LIFE INSURANCE	1,113.49
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AFTER SCHOOL PRGM SUPPLIES	67.11
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AFTER SCHOOL PRGM SUPPLIES	100.17
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BABY LAB PRGM SUPPLIES	15.60
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AFTER SCHOOL PRGM SUPPLIES	147.05
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AFTER SCHOOL PRGM SUPPLIES	299.83
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AFTER SCHOOL PRGM SUPPLIES	28.77
01.0151.1541.5440	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	YOUTH BBALL BANQUET FOOD	291.91
01.0151.1541.5440	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	YOUTH BBALL BANQUET FOOD	184.80
01.0151.1541.5440	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	YOUTH BBALL BANQUET GOOD- CREDIT	(184.80)
01.0151.1541.5440	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	YOUTH BBALL BANQUET FOOD	144.61
01.0151.1541.5440	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	YOUTH BBALL BANQUET FOOD	497.42
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	COMMUNITY BIKE RIDE/ SNACKS	253.04
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	EASTER EGGS CANDY - CREDIT	(80.90)
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	STATE OF THE CITY SUPPLIES	188.06
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BABY PAGEANT TABLE COVERS	60.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	EASTER EGGS CANDY	222.53
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	GRILLS/ SPECIAL EVENTS	507.11
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	FLYER DESIGN- SUBSCRIPTION CHARGES	119.40
01.0160.1650.5520	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CONCRETE/ FENCE POLES- NTP	114.72
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AFTER SCHOOL PRGM SUPPLIES	203.58
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CLEAR PODIUM/ SPECIAL EVENTS	1,530.13
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	MARCH CRAFT SUPPLIES	18.96
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	PHOTO PRINTS/ ANNUAL GROUP PHOTO	31.16
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/16-3/15 CABLE & INTERNET SVCS	302.09
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/7-3/6/23 CABLE & INTERNET SVCS	146.92
01.0130.1310.5406	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	MUNICIPAL REV SOURCES HANDBOOK	35.00
01.0130.1310.5914	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CA SOCIETY MUNICIPAL FIN OFF MEMBERSHIP/ M. HIGA	125.00
01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	MAR'23 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	1/3-2/2/23 CITY CELLL SVCS	5,588.68
01.0160.1650.5520	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BASEBALL FIELD LIGHT REPLACEMENT/ NTP	1,954.99
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	1/3-2/2/23 TRAN CELL SVCS #414	83.65
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	1/3-2/2/23 TRAN DATA SVCS #414	50.30
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	1/3-2/2/23 TRAN CELL SVCS #414	250.95
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	1/3-2/2/23 TRAN DATA SVCS #414	150.90
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/11- CONFERENCE MEALS #510	21.84
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/12- CONFERENCE MEAL #510	11.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/11- CONFERENCE MEALS #510	12.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	LODGING CHARGES 2/10-2/12 #510	169.88
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/12- CONFERENCE MEAL #510	43.14

01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/11- CONFERENCE MEALS #510	16.27
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/10-2/12 WELL CONFERENCE- TEHACHAPI/ MEALS #510	25.65
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/12- CONFERENCE MEALS #510	22.99
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/10- CONFERENCE MEALS #510	18.27
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	7/11-7/13 NALEO EDU FUND CONFERENCE/ NEW YORK #622	800.00
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	3/29 STATE OF THE CITY/ MAYOR	40.00
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/9 7 CONFERENCE MEAL	37.05
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/8-2/10 HOTEL/ C,M CONFERENCE- CARLSBAD	586.59
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/15 COUNCIL AGENDA MEETING/ MAYOR	37.05
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	3/29 STATE OF THE CITY/ CM	40.00
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/28 COUNCIL AGENDA MEETING	41.45
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	LA TIMES MONTHLY SUBSCRIPTION	15.96
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	SGV NEWS SUBSCRIPTION	10.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	3/3-4/2 PHOTOSHOP SUBSCRIPTION	9.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	FLORIST/ SYMPATHY FLOWERS/ ARREOLAS	86.60
01.0150.1505.5406	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/25 FB PROMOTE/ WOMENS EVENT #623	44.32
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/25 FB AD/ WOMENS EVENT	75.00
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/23-3/22 ZOOM MONTHLY SUBSCRIPTION	319.90
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/14-3/13 HR ZOOM SUBSCRIPTION	14.99
01.0100.1010.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	APPLE RE-OCCURING CHARGES	6.99
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	AMAZON CREDIT	(143.85)
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BJ'S RESTAURANT CREDIT	(2.81)
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CITY COUNCIL/ SUPPLIES	56.48
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	NAME PLATES/ COUNCIL	56.43
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	MEETING W/ MAYOR & CM/ STATE OF CITY	70.34
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/17 COUNCIL MEETING DINNER	166.24
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	3/1 CITY COUNCIL DINNER	214.52
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	2/22 CITY COUNCIL DINNER	174.81
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CAKE/ CITY COUNCIL MEETING	50.52
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMEN'S COM SELF LOVE EVENT/ CORNER BAKERY #623	2,233.10
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	STICKERS/ WOMEN'S COM SLF LOVE DAY #623	45.39
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMEN'S SELF LOVE EVENT/ GIVE AWAYS #623	57.43
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMEN'S SELF LOVE EVENT/ PLACE MAT #623	66.12
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMEN'S SELF LOVE EVENT/ GIVE AWAYS #623	27.72
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CANVA - FOREIGN TRANSACTION FEE	2.38
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMEN'S SELF LOVE EVENT/ GIVE AWAYS #623	72.73
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CITY TABLE CLOTHS CLEANERS/ WOMEN'S EVENT #623	72.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	NOTEBOOKS/ WOMEN'S COM SLF LOVE DAY #623	143.85
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CANVA INVITE- SOFTWARE SUBSCRIPTION	149.90
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMENS COM SELF LOVE EVENT/ SUPP #623	160.56
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	STATE OF THE CITY/ PENS	724.97
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMENS SELF LOVE EVENT/ GIVEAWAYS #623	174.03
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	WOMEN SELF LOVE EVENT/ GIVE AWAYS #623	497.79
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	FLYER INVITES. PRGR- CITY EVENTS	120.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	MUGS & STRESS BALLS/ WOMEN'S EVENT #623	391.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	RE-OCCURING HOT SPORT/ COUNCIL	220.00
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	RE-OCCURING CRICKET HOT SPOT CHARGE	55.00
01.0150.1540.5951	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	3/8 RESERVATION INSURANCE/ CCTR	185.00
01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BOXING GYM SUPPLIES	275.61
01.0151.1542.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	CUSTOM PODIUM ART WORK FEE	45.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	NEIGHBORHOOD WATCH SUPPLIES	153.45
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	STAGE LIGHTS/ SPECIAL EVENT SUPP	453.33

01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	EASTER EGGS & DECORATIONS	1,167.35
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	SPECIAL EVENT SUPPLIES	128.64
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	EASTER BASKET SUPPLIES	520.33
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BIKE RIDE SUPPLIES	13.29
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	NEIGHBORHOOD WATCH SUPPLIES	9.96
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	EASTER EGGS & DECORATIONS	606.33
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BABY PAGEANT SUPPLIES	102.93
01.0150.1530.5908	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	FOOD HANDER- TRAINING CARD/ J. AGUILAR	7.95
01.0160.1620.5520	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	BLDG MAINTENANCE SUPPLIES	60.67
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	3/1 SAM'S CLUB MEMBERSHIP	55.13
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000599	04/05/2023	NUTRITION SUPPLIES	497.98
01.0170.1730.5705	SO CAL GAS	DFT0000600	04/09/2023	3/2--3/31 1415 SANTA ANITA AVE	1,034.15
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000601	04/12/2023	2/24-3/23 FUEL- CITY TRANSPORTATION	4,779.94
Grand Total					378,371.17

Authorization Signatures

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: April 25, 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. 23-33, APPROVING AWARD OF AGREEMENT TO THE SAUCE CREATIVE SERVICES FOR NEWSLETTER PUBLISHING SERVICES

SUMMARY: The City provides a monthly newsletter, the South El Monte News, that informs residents about upcoming events, programs, issues, and policies of city government. Due to the expiration of the contract with the current vendor, the City conducted a Request for Proposals (RFP) for Newsletter Publishing Services. Two proposals were received and evaluated by staff using the criteria listed on the Request for Proposals.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 23-33, awarding agreement to The Sauce Creative Services for Newsletter Publishing Services; and
2. Authorize Mayor to execute agreement.

FISCAL/FINANCIAL IMPACT: Funding of \$75,600 will be allocated for 2023/24 fiscal year. The total not-to-exceed sum for the contract term will be \$151,200.

DISCUSSION: On February 15, 2023, the City Council approved the RFP for Newsletter Publishing Services. The City advertised the RFP on February 16, 2023, with the deadline date of March 1, 2023, to obtain the most qualified service provider. Only one proposal was submitted by the deadline date. Staff requested the proposal be rejected in order to receive more than one proposal for comparison purposes. On March 14, 2023, the City Council rejected the proposal and approved readvertising the RFP for Newsletter Publishing Services. The RFP was readvertised on March 15, 2023, with the deadline date of March 30, 2023. Two proposals were submitted by the deadline date by the following companies: The Sauce Creative Services and Success Printing.

The Sauce Creative Services submitted a bid at \$6,300 per issue for 24 issues total. Success Printing submitted a bid at \$4,800 per issue. While Success Printing was the

lowest bidder, the Request for Proposals states the City is seeking the most-qualified contractor to provide services. Additionally, the Scope of Services of the exemplar service contract provided with the RFP states that the Consultant must covenant that all materials will be of good quality and fit for the services needed. In reviewing and evaluating both proposals, staff considered pricing, qualifications, and quality and fit of materials provided. Staff has determined that the quality of Success Printing's materials, such as the quality of paper used for printing, graphics and layouts offered, and the resolution quality of images, does not fulfill the City's need for services.

Despite difference in bid pricing, staff has determined that the quality of The Sauce Creative Service's materials, graphics, layouts, and resolution quality of images better meets the City's need for services. The City has contracted with The Sauce Creative Services previously for newsletter publishing services, and values the bidder's level of professionalism and previous working relationship. The City's working relationship with The Sauce will ensure that its newsletter publishing contractor understands the City's needs throughout the term of the contract.

Based on the proposals submitted, quality of work, previous working relationships and satisfactory services, and The Sauce Creative Services' qualified and responsive bid, Staff recommends the City select The Sauce Creative Services as their newsletter publishing services provider. The agreement will be for a two-year term, with the option to extend by up to 3 years with City approval.

Staff report prepared by Bertha Hernandez, Communication Coordinator.

ATTACHMENT(S):

- A. Resolution No. 23-33
- B. Draft Agreement

ATTACHMENT A

RESOLUTION NO. 23-33

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAUCE CREATIVE SERVICES TO PROVIDE NEWSLETTER PUBLISHING SERVICES

WHEREAS, the City of South El Monte ("City") provides a monthly newsletter to residents to inform the public of upcoming events, programs, issues, and policies of city government; and

WHEREAS, the agreement for newsletter publishing between the City and its previous vendor for newsletter publishing has since expired; and

WHEREAS, the City issued a Request for Proposals (RFP) for Newsletter Publishing on February 15, 2023 with a deadline date of March 1, 2023; and

WHEREAS, after receiving only one proposal by the deadline date, staff requested that the City Council reject the proposal and approve readvertising of the RFP in order to receive additional proposals; and

WHEREAS, the City issued a readvertising of Request for Proposals (RFP) for Newsletter Publishing Services on March 14, 2023 with a deadline date of March 30, 2023; and

WHEREAS, the City received two proposals by the RFP's deadline date; and

WHEREAS, the City received a lower bid by a competing newsletter publishing company, but the quality of materials submitted, including image resolution quality, printing paper, graphic design, and photo selection were below the standard necessary to fulfill the City's need for services; and

WHEREAS, the bid materials received by The Sauce Creative Services are of high-quality, high resolution, are well designed, and will fulfill the City's needs for newsletter publishing, and the City maintains an existing, professional relationship with The Sauce Creative Services that will ensure the publisher understands the City's needs; and

WHEREAS, after reviewing the proposals and the samples of work submitted based on the criteria itemized in the City's RFP for Newsletter Publishing Services, Staff has determined that The Sauce Creative Services is the most qualified, responsive bidder to provide Newsletter Publishing Services for the City.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated by reference.

SECTION 2. The City Council hereby approves an agreement with The Sauce Creative Services for newsletter publishing services for the City. The Agreement shall be for a term of two years with an expiration date of April 25, 2025, at a not to exceed the annual figure of \$75,600 (the "Agreement") and a total not-to-exceed sum of \$151,200 for the term of the Agreement. The City may, in its sole discretion, extend the Term for three (3) additional one-year terms.

SECTION 3. The City Council hereby authorizes and directs the City Manager to negotiate and execute the Agreement in substantially the form attached as Attachment B to the April 25, 2023 staff report accompanying this Resolution, subject to the City Attorney's approval as to form.

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

PASSED, APPROVED, AND ADOPTED this 25th day of April 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 23-33, was duly passed and approved by the City Council of the City of South El Monte City at a regular meeting of said Council Held on the 25th day of April, 2023 and that Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

THE SAUCE CREATIVE SERVICES CORP.

**AGREEMENT FOR NEWSLETTER PUBLISHING SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
THE SAUCE CREATIVE SERVICES CORP.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this day of April, 2023 by and between the CITY OF SOUTH EL MONTE, a California municipal corporation (“City”) and THE SAUCE CREATIVE SERVICES CORP., 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 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Fifty-One Thousand, Two Hundred Dollars (\$151,200.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) 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 three (3) 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:

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

(a) 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;

(b) 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;

(c) 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;

(d) 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.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

“works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 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 \$100.00 (One Hundred 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 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.

7.9 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.

7.10 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.

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 _____

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]

DRAFT

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

THE SAUCE CREATIVE SERVICES, CORP., a California corporation

By: _____
Name: Sergio Baladran
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

Address: 2600 S. California Ave., Unit C
Monrovia, California, 91016

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

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
☐ 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

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

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☐ 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

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. A. Consultant will publish a high resolution, full color 11” x17”, twelve (12) page, folded newsletter. A high-resolution color digital version of the newsletter must also be provided to the City. The City requires 9,600 copies to be printed monthly.
 - a. The City will provide Consultant with written content for the newsletter, including but not limited to advertisements, local news and events, and information from local government entities.
 - b. Consultant will provide format assistance, artwork, design, layout, half tones and output.

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

- A. Contractor shall be responsible for distributing the publication to residents in the City through the United States Postal Services using the “Carrier Route Walk Sequence Saturation” services and provide additional copies to the City for counter distribution. Prior to distribution and printing, the City Manager or his/her designee must approve the newsletter in writing. ~~The newsletter must be received by residents by the first Saturday of each month unless the Consultant and City otherwise agree in writing.~~ The newsletter must be posted via USPS mail to residents at least two days before the first Saturday of each month, in order to be received by residents by the first Saturday of each month, unless the Consultant and City otherwise agree in writing.
- B. Consultant shall provide additional copies of the printed newsletter to the City for counter distribution before the first Saturday of every month.
- C. Consultant shall provide a high-resolution color digital version of the newsletter to the City for online publishing before the first Saturday of every month.

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

- A. Status reports at the request of the City.
 - a. Status reports should include the current status of any newsletters currently in progress and the projected completion date of each phase of the

newsletter, including: first proof sent to City, deadline for Consultant to respond to City comments/edits of first proof, final proof sent to City, deadline for Consultant to respond to City comments/edits of final proof, date of final proof sent to printer, date of printed brochures delivered to USPS and City Hall, date of digital version of newsletter sent to City.

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

- A. City must approve final proof of newsletter at least 6 business days before printed brochures must be delivered to post office.

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

- A. Personnel selected by the Consultant

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

[INTENTIONALLY LEFT BLANK]

DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME
A.	<u>Work with City staff to Design, Print, Mail Monthly City Newsletter</u>	<u>\$6,300 per issue</u>	<u>Monthly _</u>

II. A retention of ~~ten~~ percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

	<u>Days to Perform</u>	<u>Deadline Date</u>	<u>Exemplar Schedule: June 2023 Edition</u>
A. First Proof to Consultant		Newsletter information will be emailed to Consultant by City no later than 15 business days before final proof is scheduled to print.	First proof of newsletter information sent to Consultant by City on May 1.
B. First Proof to City	1 calendar week	First proof will be sent by Consultant to City no later than 10 business days before final proof is scheduled to print. Turnaround time between City’s first proof to Consultant and Consultant’s First proof to City will be no more than 5 business days.	First proof sent to City by Consultant on May 9.
C. Multiple Proofings	<u>1-2 business days</u>	City staff will provide any comments or suggested edits to Consultant within one business day of receiving first proof; Consultant will respond to City comments and edits within one business day of receiving them.	City provides comments and edits to first proof no later than May 10. Consultant responds to City comments no later than May 11, making suggestions, explaining limitations, and/or incorporating City edits.
D. Final Proof	<u>2-3 business days</u>	Consultant shall send City final proof of newsletter no later than one business day after responding to City comments and edits to first proof. City will either confirm final proof or make further comments and edits	Consultant sends final proof of newsletter, incorporating revisions, to City on May 15. City confirms final proof of newsletter on May 18.

within one business day of receiving final proof; Consultant shall respond within one business day to further comments. City shall approve final proof no later than 6 business days before final proof is scheduled to print.

- | | | | | |
|----|---|--------------------------|---|--|
| E. | Consultant Will Send Final Proof to Printer, Oversee Printing | <u>5-7 business days</u> | Consultant shall send final proof to printer for printing no later than 5 business days before brochures allocated for mail delivery must be delivered to post office. | Consultant sends final proof of newsletter to printer no later than May 22. Newsletters are printed on May 30. |
| F. | Consultant Will Deliver Newsletters to Post Office and to City Hall | _____ | Consultant shall deliver newsletters allocated for mail delivery to the post office no later than 2 business days before the first Saturday of every month; Consultant shall deliver printed brochures allocated to City Hall no later than one day after printing. | Consultant delivers printed newsletters to USPS and City Hall on May 31. |
| G. | Official Publication of Monthly Newsletter | | City shall endeavor to make each month's edition of the newsletter available on the first Saturday of each month. Printed brochures allocated to City Hall will be available for pick up. Web version of the newsletter will be published online for public access. | June 2023 newsletter made available on June 3, 2023 online and in print. |

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

For the purposes of this Exhibit, "business days" shall mean Monday-Thursday, excluding City holidays and closures. The City is closed on Fridays.

- A. First proof to the Consultant will be delivered 15 business days before printing.
 - a.) City shall email Consultant all newsletter information no later than 15 business days before printing.
- B. First proof to the City will be delivered 10 business days before printing.
 - a.) Consultant shall send first proof of newsletter to City no later than 5 business days after receiving newsletter information.
- C. Multiple proofings coordinated by The Creative Sauce and City staff; 1-2 business days for review.
 - a.) City staff shall provide comments and suggested edits, if any, to Consultant within one business day of receiving the first proof.
 - b.) Consultant shall respond to City comments and edits within one business day of receiving them. Consultant shall either revise newsletter according to City feedback, suggest alternative changes, and/or explain why certain changes are not recommended.
- D. Finalized proof coordinated by The Creative Sauce and City staff; 2-3 business days for review.
 - a.) Consultant shall send City final proof of newsletter no later than one business day after responding to City comments and edits to first proof.
 - b.) City shall either confirm revisions to newsletter performed by Consultant based on City comments, or make any additional comments or suggested edits within one business day of receiving the final proof.
 - c.) Consultant shall respond to City comments and edits within one business day of receiving them. Consultant shall either revise newsletter according to City feedback, suggest alternative changes, and/or explain why certain changes are not recommended.
 - d.) City shall approve final proof no later than 6 business days before brochures must be delivered to post office.
- E. After City approves final proof, consultant sends final proof to printer. Web version will be emailed to the City by the Consultant no later than one business day after final proof of newsletter is approved. Final proof shall be sent to the printing company/printer of Consultant's choosing no later than 5 business days before brochures must be delivered to post office.
 - a.) 9,600 brochures will be printed every month. 9,380 brochures will be allocated for mail delivery, and 220 brochures will be allocated to City Hall.

- F. Consultant shall deliver printed brochures to post office and City Hall. Consultant shall deliver newsletters allocated for mail delivery to the post office no later than 2 days before the first Saturday of every month; Consultant shall deliver printed brochures allocated for City Hall to City Hall no later than one day after printing and prior to the first Saturday of the month.
- G. Each monthly newsletter shall be published on the first Saturday of every month. City shall make printed brochures allocated to City Hall available for pick up. Web version of the newsletter will be published online for public access.

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

DRAFT



City Council Agenda Report

Agenda Item No. 8.a.

DATE: April 25, 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. 23-34, AUTHORIZING THE ALLOCATION AND REPROGRAMMING OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE PAVEMENT REHABILITATION PROJECT FOR FISCAL YEAR 2023-2024

SUMMARY: Provide the Council with recommendations for re-programming Fiscal Year 2022-2023 CDBG funding to the next Fiscal Year 2023-2024 Project list and programming an unallocated balance amount of \$231,270 to the Pavement Rehabilitation Project for Fiscal Year 2023-2024, keeping in mind the priority of need and eligibility. Public Notice was posted on March 23, 2023.

RECOMMENDED ACTION: Staff recommends City Council approve the following:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 23-34, approving the re-programming of Fiscal Year 2022-2023 CDBG funds for the Pavement Rehabilitation Project (Includes the following streets: Chico Avenue from Rush Street to Garvey Avenue; Klingerman Street from Chico Avenue to Central Avenue, Floradale Avenue from Thienes Avenue to Rush Street) to the Fiscal Year 2023-2024 CDBG project list allocation and approve allocating an unprogrammed balance of \$231,270 to the Fiscal Year 2023-2024 Pavement Rehabilitation Project (Includes the following streets: Chico Avenue from Rush Street to Garvey Avenue; Klingerman Street from Chico Avenue to Central Avenue, Floradale Avenue from Thienes Avenue to Rush); and
4. Authorize the City Manager to execute an agreement, if required, for this CDBG project with the Los Angeles County Development Authority (LACDA), subject to approval as to form by the City Attorney and authorize the City Manager to adjust the project budget, as necessary, to take into account the final CDBG allocations and any amounts unexpended at the close of Fiscal Year 2022-2023.

FISCAL/FINANCIAL IMPACT: Funding for this project will be included in the upcoming Fiscal Year 2023-24 proposed budget and is provided by CDBG grant funds. The total

amount available for reprogramming is approximately \$159,800. The total amount of unprogrammed funding available is \$231,270. Final numbers will be provided by LACDA as we close out the current Fiscal Year 2022-2023.

DISCUSSION: City staff proposed the following two (2) projects for Fiscal Year 2022-2023:

- 1) Citywide Pavement Rehabilitation Project - \$159,800
- 2) Code Enforcement Program - \$100,000

Due to insufficient funds to execute the Citywide Pavement Rehabilitation Project, staff is recommending reprogramming the CDBG funds to the next Fiscal Year 2023-2024 allocation, known as the Pavement Rehabilitation Project. In addition, there are approximately \$231,270 in unallocated funds. Allocating approximately \$391,070 in CDBG funds towards the Pavement Rehabilitation Project for Fiscal Year 2023-2024. Staff has identified multiple funding sources to create a large-scale citywide street rehabilitation project. Funding sources include SB1- RMRA, Measure M and Measure R funds. The revised estimated project total is \$4.1M and will be completed in phases in order to maximize grant funds.

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

ATTACHMENT(S):

- A. Public Notice CDBG FY23-24
- B. Resolution No. 23-34



ATTACHMENT A
CITY OF SOUTH EL MONTE
COMMUNITY DEVELOPMENT DEPARTMENT
City Council
NOTICE OF PUBLIC HEARING
Community Development Block Grant (CDBG) Funds

NOTICE IS HEREBY GIVEN that the City of South El Monte will hold a public hearing in obtaining citizens' views on the use of Community Development Block Grant Funds on City's Development and Housing needs for fiscal year 2023-2024. The following project (s) is being recommended:

Re-Programming of the following program from Fiscal Year 2022-2023 to Fiscal Year 2023-2024:

Eligible Activity	Action	Cost
Citywide Pavement Rehabilitation Project (Includes the following streets: Chico Ave from Rush to Garvey; Klingerman from Chico to Central, Floradale from Thienes to Rush)	Programming of Annual CDBG Allocation	\$159,800 (\$123,000 FY21-22 carry-over + \$36,800 of unallocated funds)

Allocation for the following program for Fiscal Year 2023-2024:

Eligible Activity	Action	Cost
Allocation to Project: Citywide Pavement Rehabilitation Project (Includes the following streets: Chico Ave from Rush to Garvey; Klingerman from Chico to Central, Floradale from Thienes to Rush)	Allocation of CDBG Reserve Funds	\$231,270
	Combined Budget Total	\$391,070

Public hearing will be held at the following location and date – to participate via teleconference, see below:

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

Meeting ID: **865 8171 1880**

Or Call in: **1-669-900-6833, when prompted enter 86581711880#**

In person: **Council Chambers – 1415 Santa Anita Avenue, South El Monte CA 91733**

on **TUESDAY, April 25, 2023 at 6:00 p.m.,**

Additional information on this item, including Staff Reports, digital copies, written public comments and other pertinent documents are available for review/request with the Community Development Division by emailing: customercare@soelmonte.org. Any interested party or their representative may appear at the meeting and comment on the project. Written comments may also be mailed, delivered to the City no later than 4/25/2023 at 5:00pm at the address provided below. If you challenge the matter in Court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City at, or prior to, the public hearing.

DATED THIS 20th DAY OF March 2023

Rene Salas
City Manager

AFFIDAVIT OF POSTING

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

Angie Hernandez, being first duly sworn deposes and says:

That she is now, and at all times herein mentioned was the Community Development Department Executive Assistant of and for the City of South El Monte, County of Los Angeles, State of California; that on the 23rd day of March, 2023, she posted a true and correct copy of the **Notice of Public Hearing for the Re-programming of CDBG Program Funds for Fiscal Year 2023-2024**,

at each of the three public places specified in Section 1.20.010 of the South El Monte City Code pursuant to Section 6060 et seq. of the California Government Code, there being no adjudicated newspaper of general circulation published and circulated in the City of South El Monte; that said posting was completed on the 23rd day of March, 2023, and that a total of three copies of the aforementioned document(s) were so posted.

I DECLARE UNDER PENALTY PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed this 23rd day of March, 2023, at the South El Monte, County of Los Angeles, State of California.

Public Notice Posted at:
1415 Santa Anita Ave
1530 Central Avenue
1556 Central Avenue



Angie Hernandez
Community Development Department
Executive Assistant

San Gabriel Valley Tribune
Affiliated with SGV Newspaper Group
181 W. Huntington Dr. Suite #209
Monrovia, California 91016
(626) 544-0885

**FILE NO. 0011593049
PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of SAN GABRIEL VALLEY TRIBUNE, a newspaper of general circulation for the City of West Covina, by the Superior Court of the County of Los Angeles, State of California, on the date of September 10, 1957, Case Number 684891. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/23/2023

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California
On this 23rd day of March, 2023.


Signature

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South El Monte will hold a public hearing on Tuesday, April 25, 2023, at 6:00 p.m. or thereafter in the City Council Chambers at 1415 Santa Anita Avenue, South El Monte, California 91733 to consider the use of Community Development Block Grant Funds on City's Development and Housing needs for fiscal year 2023-2024. The following project(s) is being recommended:

Re-programming of the following program from Fiscal Year 2022-2023 to Fiscal Year 2023-2024:

Eligible Activity	Action	Cost
Citywide Pavement Rehabilitation Project (Includes the following streets: Chlco Ave from Rush to Garvey; Kllngerman from Chlco to Central, Floradale from Thlenes to Rush)	Programming of Annual CDBG Allocation	\$159,800 (\$123,000 FY21-22 carry-over + \$36,800 of unallocated funds)

Allocation for the following program for fiscal year 2023-2024:

Eligible Activity	Action	Cost
Allocation to Project: Citywide Pavement Rehabilitation Project (Includes the following streets: Chlco Ave from Rush to Garvey; Kllngerman from Chlco to Central, Floradale from Thlenes to Rush)	Allocation of CDBG Reserve Funds	\$231,270

Combined Budget Total \$391,070

All Interested persons are invited to attend the public hearing and express their opinions before the City Council or via Zoom Webinar by using the link provided to view and/or participate ONLY during PUBLIC COMMENT. Link: <https://us02web.zoom.us/j/86581711880> Meeting ID: 865 8171 1880 or call in: 1-669-900-6833, when prompted, enter 86581711880 #.

If you wish to subsequently challenge this matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City staff, at or prior to, the public hearing. For further information, please contact Angle Hernandez in the Community Development Department at ahernandez@soelmonte.org. City of South El Monte, 1415 Santa Anita Avenue, South El Monte CA 91733, Telephone (626) 579-6540.

**San Gabriel Valley Tribune
Published: 3/23/23**

ATTACHMENT B

RESOLUTION NO. 23-34

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL,
AUTHORIZING THE ALLOCATION AND
REPROGRAMMING OF THE COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS TO THE PAVEMENT
REHABILITATION PROGRAM FOR FISCAL YEAR 2023-
2024.

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of South El Monte (the “City”) contracts with the Los Angeles County Development Authority (LACDA) for the disbursement of CDBG Funds, through the Small Cities Program; and

WHEREAS, the City programmed approximately \$159,800 in Fiscal Year 2022-2023 in Community Development Block Grant Funds for the Citywide Pavement Rehabilitation Project; and

WHEREAS, due to insufficient funds to execute the Citywide Pavement Rehabilitation Project, the City desires to reprogram the CDBG funds to the next Fiscal Year 2023-2024 allocation, known as the Pavement Rehabilitation Project; and

WHEREAS, the City also has approximately \$231,270 in previous years’ unallocated funds, for a total of \$391,070; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public an opportunity to comment on the program proposed for the Fiscal Year 2023-2024 Community Development Block Grant Funds Program, which include: (i) the Pavement Rehabilitation project (ii) the Code Enforcement Program and (iii) Public Facilities & Improvements Project (City Hall Restroom upgrade).

WHEREAS, the City desires to allocate approximately \$391,070 in CDBG funds towards the Pavement Rehabilitation Project for Fiscal Year 2023-2024 by re-programming Fiscal Year 2022-2023 CDBG funding and programming the unallocated amount of \$231,270.

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

SECTION 1. The City Council hereby approves the Community Development Block Grant (CDBG) Program Budget for Fiscal Year 2023-2024 in the amount of \$391,070 for the Pavement Rehabilitation Project and instructs staff to submit the necessary documents and a copy of this Resolution to the Los Angeles County Development Authority.

SECTION 2. The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, implementing a new or cancelling existing activities, to allow for the timely expenditure of CDBG-funds.

SECTION 3. The City Council authorizes the City Manager to execute agreements with LACDA in connection with the Fiscal Year 2023-2024 CDBG project, subject to City Attorney approval.

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

PASSED, APPROVED AND ADOPTED on this 25th day of April 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. 23-34 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 25th day of April 2023 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.a.

DATE: April 25, 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 URGENCY ORDINANCE NO. 1265-U, ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW, OR EXPANSION OF ANY EXISTING AUTOMOTIVE AND TRAILER SALES BUSINESSES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES

SUMMARY: The proposed moratorium would halt the establishment of new, or expansion of any existing automotive and trailer sales businesses within the City for 45 days (unless extended) while City Staff reviews and adopts appropriate zoning regulations for such businesses.

RECOMMENDED ACTION: Staff recommends City Council:

1. Waive further reading, and adopt Urgency Ordinance No. 1265-U, establishing a 45-day temporary moratorium on the establishment of new, or expansion of any existing automotive and trailer sales businesses within City limits during the pendency of the City's review and adoption of zoning regulations for such uses; and
2. Authorize the City Manager to direct the Planning Division and Planning Commission to review the development standards for automotive and trailer sales businesses, and survey development standards for these types of businesses in other cities.

FISCAL/FINANCIAL IMPACT: There will be no fiscal and/or resource impact to the City for this moratorium.

DISCUSSION: To protect the public safety, health, and welfare, a jurisdiction may adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, Planning Commission or the Planning Department is considering or studying or intends to study within a reasonable time. That urgency measure shall require a four-

fifths vote of the legislative body for adoption. The interim ordinance shall be of no further force and effect 45 days from its date of adoption. The proposed moratorium would halt the establishment of new, or expansion of any existing automotive and trailer sales businesses within the City for 45 days while City Staff reviews and adopts appropriate zoning regulations for automotive and trailer sales businesses. The City may extend the moratorium for a period of 10 months and 15 days with public notice and comment. A written report is required pursuant to Government Code Section 65858(d) describing the measures taken to alleviate the conditions that led up to the adoption of the Interim Urgency Ordinance, and must be published either before the Ordinance's expiration or extension.

The question has been asked whether the City's existing zoning and other ordinance regulating the establishment, expansion, and operation of automotive and trailer sales businesses adequately address the visual and safety impacts of those businesses within the City. Automotive and trailer sales businesses may not be visually appealing and may lead to excessive vehicle display areas on site, at the expense of adequate customer parking. Automotive and trailer sales businesses are notorious for parking excess inventory on the street, creating a lack of street parking for adjacent businesses. Also, a lack of specific development standards may lead to fencing, landscaping, and lighting improvements that don't adequately address outdoor automotive and trailer sales uses. Additionally, a lack of specific signage standards may also lead to a proliferation of excessive signage, leading to potential visual blight in the community. Lastly, without specific development standards, automotive and trailer sales business locations may lead to excessive vehicle display areas, at the expense of emergency vehicle access. Staff is also concerned with the secondary impacts associated with these types of businesses, as they may delay, and/or require little investment in the City, potentially leading to an immediate loss of desirable commercial sites throughout the City, and negatively affecting nearby residents and businesses.

Under the South El Monte Municipal Code ("SEMMC"), automotive and trailer sales are permitted in certain zoning districts in the City, and are subject to general development and performance standards in SEMMC section 17.14.205 - Outdoor Display of Merchandise for Sale. However, the City has no other development or performance standards or regulations applicable to the operation of automotive and trailer sales businesses. Staff is concerned that the City's zoning code does not sufficiently address concerns particular to automotive and trailer sales businesses that could negatively affect the community, including immediate threats to public health, safety, or welfare. Further, the City's permissive policy towards automotive sales could result in a proliferation or oversaturation of said uses within the City.

ENVIRONMENTAL REVIEW: The City, as the Lead Agency, determined that the proposed moratorium is exempt from further review under the California Environmental Quality Act (California Public Resources Code 21000, *et seq.*, "CEQA"). Section 15378 of the CEQA Guidelines provides that an activity is a project subject to CEQA when action that has the potential for resulting in physical change to the environment, either directly or indirectly. Section 15061(b)(3) of the CEQA Guidelines provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The City has determined that there is no possibility that the proposed ordinance may have a potential for resulting in physical change to the environment, or that if it does have the potential, there is no possibility that the activity in question may have a significant effect on the

environment.

Staff report prepared by Guillermo Arreola, Planning Manager.

ATTACHMENT(S):

A. Urgency Ordinance No. 1265-U

URGENCY ORDINANCE NO. 1265-U

AN INTERIM URGENCY ORDINANCE OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW, OR EXPANSION OF ANY EXISTING AUTOMOTIVE AND TRAILER SALES BUSINESSES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES

WHEREAS, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to California Constitution Article XI, section 7; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the establishment and expansion of Automotive and Trailer Sales (as defined in this Ordinance below) within City limits; and

WHEREAS, the City is responsible for adopting and implementing land use regulations within its boundaries; and

WHEREAS, Title 17 of the South El Monte Municipal Code ("SEMMC") defines permissible locations for "automotive sales" and "automobile and trailer sales" (herein after "automotive and trailer sales") establishments in the City; and

WHEREAS, SEMMC section 17.14.205 defines performance standards generally applicable to all businesses with outdoor display of merchandise for sale in the commercial zone; and

WHEREAS, the City has no other development standards or regulations applicable to the operation of automotive and trailer sales businesses; and

WHEREAS, the City's permissive policy towards automotive and trailer sales businesses could result in a proliferation or oversaturation of said uses within the City; and

WHEREAS, the proliferation of automotive and trailer sales businesses throughout the City without due consideration presents an immediate threat to public health, safety, or welfare because automotive and trailer sales businesses generate undesirable conditions for adjacent properties as a result excessive signage, lack of specific landscaping, fencing, and signage standards. In addition the use increases on-street parking, decreasing available parking opportunities for adjacent businesses, and creating potentially unsafe driving conditions on adjacent streets. Finally, excessive inventory display cause on-site safety concerns, as these uses typically negatively impact on-site emergency vehicle access; and

WHEREAS, the oversaturation of automotive and trailer sales businesses in the City provides little economic benefit to the City or City residents; and

WHEREAS, absent clear regulation, the proliferation and oversaturation of automotive and trailer sales businesses in the City poses a threat to the public peace, health, and safety, and, unless the City takes action to regulate, the impacts described above are likely to continue to occur; and

WHEREAS, the City desires to regulate automotive and trailer sales businesses to ensure that public right-of-ways and public property remain free of public nuisances, safe and accessible for all users, and clear of conditions that pose threats to public health, safety, and welfare, to ensure that future development is undertaken in a manner consistent with the City's General Plan, and to ensure that automotive and trailer sales businesses comply with State and City regulations that ensure the public's health, safety, and welfare; and

WHEREAS, the City anticipates that automotive and trailer sales operators may seek to establish additional automotive and trailer sales uses, or desire to expand existing automotive and trailer sales uses, before a non-urgency ordinance would become effective; and

WHEREAS, Government Code Sections 36934, 36937 and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, City staff require time to study and develop appropriate regulations for Automotive and Trailer Sales consistent with State and federal law; and

WHEREAS, on April 25, 2023, the City Council conducted a public hearing, which was concerning this Ordinance; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to temporarily prohibit establishment of new, or expansion of existing, automotive and trailer sales businesses within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

The City Council finds the facts set forth in the recitals in this Urgency Ordinance are true and correct, and are hereby incorporated by reference. Additionally, based on the foregoing, both verbal and written testimony at the public hearing, including the staff report, exhibits, and any materials provided by members of the public, the City Council finds as follows:

A. This Ordinance is being adopted in order to allow the City time to thoroughly study and develop the City's laws, rules, procedures and fees related to the operation and establishment

of automotive and trailer sales businesses, to enable the City to adequately and appropriately preserve the health, safety and welfare of the community in the City of South El Monte.

B. The City finds that in the absence of a regulatory framework to govern automotive and trailer sales businesses, the adverse impacts frequently associated with these uses likely will occur, resulting in unregulated and significant negative impacts upon the public health, safety, and welfare of the community.

C. The City finds that the adverse impacts from automotive and trailer sales businesses include the following:

(1) The proliferation of automotive and trailer sales businesses throughout the City without due consideration presents an immediate threat to public health, safety, or welfare because automotive and trailer sales businesses generate undesirable conditions for adjacent properties as a result of lack of on-street parking, visual blight caused by excessive signage, and lack of on-site access for emergency vehicles; and

(2) In addition, the use tends to increase vehicle traffic and off-site parking in their immediate vicinity, and negatively impacting adjacent neighbors; and

D. The City also finds that automotive and trailer sales businesses could have a negative economic impact for the City as follows:

(1) The use may provide little economic benefit to the City or City residents in the long term, as this type of use typically requires little to no investment from the property owner in the beautifying of the property or surrounding areas; and

(2) The continued establishment of automotive and trailer sales businesses will result in the immediate loss of potential revenues to the City and the immediate loss of desirable commercial sites throughout the City.

E. The City needs time to draft a proposed text amendment to the Zoning Code to preserve the health, safety and welfare of the community in the City of South El Monte with respect to the operation of automotive and trailer sales businesses.

SECTION 2. AUTHORITY AND EFFECT

The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city.

SECTION 3. MORATORIUM

A. During the Effective Period of this Ordinance as specified below, no permit shall be issued, for any development of any new automotive and trailer sales business, nor may a permit be issued for the expansion of existing automotive and trailer sales business, within the City. The foregoing shall explicitly prohibit the issuance of any zoning, land use, discretionary permit,

building permit, environmental approval, business license or any other entitlement involving automotive and trailer sales businesses, during the Effective Period.

B. Notwithstanding the foregoing, any existing automotive and trailer sales business shall be allowed to obtain their annual City of South El Monte business license. Additionally, permits may be issued for minor construction, rehabilitation and landscaping or other purposes not involving an expansion of building area. Any automotive and trailer sales facilities under construction with a valid building permit on the effective date of this Urgency Ordinance shall be exempt from this Urgency Ordinance.

SECTION 4. **STUDY AND DEVELOPMENT**

During the period of this Ordinance, the City shall study and develop as necessary City laws, rules, procedures and fees related to automotive and trailer sales businesses, to enable the City to adequately and appropriately preserve the health, safety and welfare of the community in the City of South El Monte. Pursuant to Government Code Section 65858 the City Manager will issue a report for the legislative body on what has been accomplished during the moratorium before it expires or is extended.

SECTION 5. **URGENCY MEASURE**

It is hereby declared that this Ordinance is necessary as an urgency measure for the preservation of the public health, safety and welfare. The City Council finds that current zoning regulations and land use plans do not adequately regulate the establishment and operation of automotive and trailer sales businesses and therefore do not adequately protect the peace, health, safety and general welfare of the residents of the City or in communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of the operation of automotive and trailer sales businesses. The facts constituting the urgency are:

The City of South El Monte does not currently have clear standards in the South El Monte Municipal Code related specifically to the establishment and expansion of automotive and trailer sales businesses within the City, beyond establishing basic location criteria in areas which permit automotive and trailer sales, defining specific development standards and general performance standards for all automotive and trailer sales establishments.

The negative impacts frequently associated with operation of automotive and trailer sales businesses will likely increase as automotive and trailer sales businesses continue to proliferate throughout the City, resulting in an unregulated and significant negative impact upon public health, safety, and welfare of the community.

To permit the proliferation of automotive and trailer sales businesses to continue within the City without being subject to specific regulations that are consistent with the General Plan, and that take into account the impacts that such establishments have, constitutes a threat to the health, safety, and welfare. Automotive and trailer sales businesses generate undesirable conditions for adjacent properties. The impacts can be detrimental to the quality of life for adjacent residents and disruptive to adjacent businesses. Allowing the continued establishment of automotive and trailer

sales businesses will result in the immediate potential for disruptions to the quality of life for adjacent residents and businesses.

Automotive and trailer sales businesses typically result in little to no investment from the property owner in the beautifying of the property or surrounding areas; this is to the detriment of the City as it impacts the City's ability to attract high-quality commercial businesses and uses in such areas.

Automotive and trailer sales operators are likely to seek to be located in the City based on the lack of explicit regulations, which will further exacerbate the impacts of such businesses.

Absent the adoption of this Interim Urgency Ordinance, the operation of automotive and trailer sales businesses in the City would likely result in the negative and harmful secondary effects, as identified above, including, but not limited to, increased off-site parking, visual blight due to excessive signage, increase on-site traffic safety, as excess inventory may lead to lack of emergency vehicle access, and other impacts identified herein.

As a result of the negative and harmful secondary effects associated with improperly regulated or unregulated operation of automotive and trailer sales businesses, the current and immediate threat such effects pose to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on the establishment of new automotive and trailer sales businesses and the expansion of existing automotive and trailer sales businesses in the City.

A moratorium is immediately required to preserve the public health, safety and welfare and should be adopted immediately as an urgency ordinance, to make certain that the establishment and expansion of automotive and trailer sales businesses is prohibited for the period of this Ordinance. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of a comprehensive ordinance for the regulation of such activities.

SECTION 6. **SEVERABILITY**

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 7. **CEQA COMPLIANCE**

Pursuant to the California Environmental Quality Act Guidelines ("CEQA," California Code of Regulations Title 14, §§ 15000 *et seq.*), this Interim Urgency Ordinance is exempt from CEQA based on the following: (i) this Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (ii) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 45-day temporary moratorium on the establishment of new, or expansion of any existing, of

automotive and trailer sales businesses, and, thus, there is no possibility that the proposed Ordinance may have a significant effect on the environment.

SECTION 8. **EFFECTIVENESS OF ORDINANCE.**

This Ordinance shall take effect immediately upon its adoption by a 4/5 vote, pursuant to the authority conferred upon the City Council by Government Code Sections 36934, 36937, and 65858. This Ordinance shall be effective during the Effective Period which shall be from its adoption and shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858(b).

SECTION 9. **PUBLICATION**

The City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

[SIGNATURES LOCATED ON THE FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED 25th day of April 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Urgency Ordinance No. 1265-U 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 25th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.b.

DATE: April 25, 2023

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION TO SUPPORT FLAG OF VALOR EVENT BY APPROVING THE USE OF TWO PORTABLE LIGHT TOWERS AT NO COST

SUMMARY: City Council to consider waiving the cost to use two city-owned portable light towers for the Flags of Valor event

RECOMMENDED ACTION: Staff recommends City Council discuss and consider waiving the cost to use two city-owned portable light towers for the Flags of Valor event.

FISCAL/FINANCIAL IMPACT: The estimated fiscal impact is \$816 consisting of staff time to set up and remove two portable light towers and fuel cost over 8 nights.

DISCUSSION: At the March 28, 2023, City Council Meeting, members of the South El Monte Field of Valor Committee requested City Council support for their Flags of Valor event from May 22-29, 2023. The event includes the placement of 100 flags along the Valle Lindo school property on Central Avenue. During the city council meeting, discussion surfaced on the availability of the portable light towers and would the City be able to provide these lights at no cost. The city has two portable light towers for city-sponsored nighttime events. The City has no scheduled programs from May 22 to May 29, 2023 that require the portable light towers. The light towers are available for the Flags of Valor event.

ATTACHMENT(S):
None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: April 25, 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 MARCH 28, 2023

SUMMARY: Staff is requesting approval of the Minutes of the March 28, 2023 Successor Agency Meeting.

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

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, MARCH 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 7:40 p.m.

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

ABSENT: Board Member(s): Delgado

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

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

17. APPROVAL OF AGENDA

A motion was made by Vice Chair Angel, seconded by Board Member Bojorquez to approve the agenda. Motion carried 4-0-1, by the following vote:

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

ABSENT: Board Member(s): Delgado

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

A motion was made by Vice Chair Angel, seconded by Board Member Acosta to approve the Consent Calendar. Motion carried 4-0-1, by the following vote:

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

ABSENT: Board Member(s): Delgado

- 19.a.** Approved the Regular Successor Agency Meeting Minutes of February 28, 2023.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 7:42 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair